



Fidelity National Title[®]

Insurance Company

CHAIN OF TITLE GUARANTEE SCHEDULE A

Guarantee No.: 611089015

Reference: APN 202506-9042-02, Sammamish, WA 98074

Total Liability Limited to:

Fee: \$111.00

Tax: \$10.55

A. Assured:

King County Water and Land Resources Division

B. The land described in this Guarantee is described as follows:

See attached

C. At your request, the period of time searched is as follows:

Beginning Date: September 10, 1890

Ending Date: December 2, 2014

This Guarantee is not a commitment nor an obligation by the Company to issue any policy or policies of title insurance insuring said land, and is not to be used as a basis for closing any transaction affecting title to said property. The Company's liability shall be limited to the amount paid for this Guarantee.

CHAIN OF TITLE GUARANTEE

SCHEDULE A (continued)

Guarantee No.: 611089015

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LEGAL DESCRIPTION

The southeasterly 96.00 feet of the northwesterly 200 feet of the second class shorelands adjoining that portion of Government Lot 2, Section 20, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of said Government Lot;
Thence south along the east line thereof, 569.64 feet;
Thence west 221.58 feet;
Thence southwesterly at right angles to the right of way of the Northern Pacific Railway Company, (formerly the Seattle & International Railway) 15.3 feet to the northeasterly line of said right of way;
Thence northwesterly along said northeasterly line to the north line of said Government Lot;
Thence east along said north line to the point of beginning;
Except county road;
And Except portion, if any, in said railroad right of way.

Situate in the county of king, state of Washington

CHAIN OF TITLE GUARANTEE**SCHEDULE B**

Guarantee No.: 611089015

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The Instruments recorded during the period of time searched are:

1.

PATENT

Grantor: The United States of America
Grantee: Alfred Palmberg
Recorded: September 10, 1890
Recording No.: 64308

2.

DEED

Grantor: State of Washington
Grantee: Alfred Palmberg, Maude Palmberg, Annie
Stangroom, Bessie Zengel, Gertie
Gorman, and Bert Stares
Recorded: March 15, 1940
Recording No.: 3090903

3.

REFEREE'S DEED

Grantor: Charles W. Bovee, Referee
Grantee: J. A. Earley
Recorded: June 17, 1949
Recording No.: 3911320

4.

REAL ESTATE CONTRACT

Grantor: Rose A. Earley, a widow
Grantee: William F. Hughes and Betty M. Hughes,
his wife
Recorded: April 19, 1962
Recording No.: 5415002

5.

STATUTORY WARRANTY DEED

Grantor: Rose A. Earley, a widow
Grantee: William F. Hughes and Betty M. Hughes,
his wife
Recorded: July 12, 1976
Recording No.: 7607120476

CHAIN OF TITLE GUARANTEE

SCHEDULE B

Guarantee No.: 611089015

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6. REAL ESTATE CONTRACT

Grantor: William F. Hughes and Betty M. Hughes,
his wife
Grantee: Robert G. Nelson and Mary Beth Nelson,
his wife
Recorded: June 17, 1977
Recording No.: 7706170837

7. WARRANTY PARTIAL FULFILLMENT DEED

Grantor: William F. Hughes and Betty M. Hughes,
his wife
Grantee: Robert G. Nelson and Mary Beth Nelson,
his wife
Recorded: October 12, 1977
Recording No.: 7710120289

8. STATUTORY WARRANTY DEED

Grantor: Robert G. Nelson and Mary Beth Nelson,
husband and wife
Grantee: Michael Joseph Pizzo, a single person
and James Richard Pizzo and Evelyn
Mary Pizzo, husband and wife
Recorded: November 17, 1998
Recording No.: 9811170889

9. QUIT CLAIM DEED

Grantor: J Richard Pizzo and Evelyn M Pizzo
Grantee: J Richard Pizzo and Evelyn M. Pizzo,
Trustees, or their successors in trust,
under the Pizzo Living Trust, dated April
18, 2001, and any amendments thereto
Recorded: May 4, 2001
Recording No.: 20010504000004

CHAIN OF TITLE GUARANTEE

SCHEDULE B

Guarantee No.: 611089015

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10. **QUIT CLAIM DEED**

Grantor: Kathryn A. Pizzo, wife of Michael Joseph Pizzo
Grantee: Michael Joseph Pizzo, a married man as his separate estate
Recorded: February 28, 2003
Recording No.: 20030228001762

11. **QUIT CLAIM DEED**

Grantor: Michael Joseph Pizzo, as his separate estate and J. Richard Pizzo and Evelyn M. Pizzo, Trustees, or their successors in trust, under the Pizzo Living Trust, dated April 18, 2001, and any amendments thereto
Grantee: Michael Joseph Pizzo, as his separate estate and J. Richard Pizzo and Evelyn M. Pizzo, husband and wife
Recorded: February 28, 2003
Recording No.: 20030228001763

12. **STATUTORY WARRANTY DEED**

Grantor: Michael Joseph Pizzo and Kathryn Pizzo, husband and wife and J. Richard Pizzo, also appearing of record as James Richard Pizzo and Evelyn M. Pizzo, also appearing of record as Evelyn Mary Pizzo, husband and wife
Grantee: Michael Glover and Allizon Glover, husband and wife
Recorded: November 16, 2012
Recording No.: 20121116002252

END OF GUARANTEE

Form 25 (Act 1862)

Patent

COMP'D J. R. P.
N. & S. D. S. C. D. S.

(Compared with record)

W.H.

File No.

64308

THE
UNITED STATES OF AMERICA

to

Alfred Palmberg

Cons	Premises			LOT
	Day	Mo.	Yr.	
DATED	5	9	40	1
				2
				3
FILED	9	10	"	4

Vol. Pats. Page 773

Symbol

D. No.

Index Posted

SEC. 20 ACRES

TWP. 25 N. 157 95

R. 6 E. Wm WJ.

(OVER)

Homestead Cert. No. 9174

Application

P472

According to the Offcl Plat of the Sur of sd Id retd to the Genl Ld Office by the Surveyor Genl

(over)

Whas, There has been depositd in the Gen'l Ld Office of the U S a cerif of the Registr of the Ld Off at Olympia, W T, whby it apprs t purst to the Act of Cong, apprd 20 May, 1862, "To Secure Homesteads to Actual Settlers on the Pub Domain," & the Acts supplmtl therto, the claim of s p has bn establishd & duly consummatd, in conformity to law, for the (over)

Now know ye, t there is thrfr grid by the U S unto s p & to his h the said tt of ld abv dscd:

To h & h sd tt of ld, with appntns unto s p, h & a f: subjc to any vested & accrd water rts for mining, agricultrl, manfg or other purps & rts to ees & reservoires used in connectn with sch water rts as may be recognzd & ackldgd by the local customs laws & decisions of courts; and ALSO SUBJC to the rt of a proprietor of a vein or lode to extract & remove his ore thrfrm shld the sa be found to penetrate or intersect the prems hby grid, as provdd by law.

In Testimony Whof I, *John H.* President of the U S of A, have caused these Prests to be made & Patent, and the Seal of the Gen'l Ld Off to be hereunto affixed.

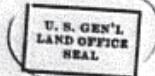
Given und my hand at the C of Washn, the 5 day of 9 ie yr of our Lord 1789 & of the Independence of the U S the 1789.

By the President Benjamin Harrison

Ellion MacFarlan

By M. McKeand Secretary
Recorder of the General Land Office
to the Interior

Reodd Vol. 7 p. 307



J. R. Conwell

J. M. Townsend

John M. Townsend

1889
1/1
1889
1/2

Mar 15 1940

Feb 27 1940 \$395.25

State of Washington

to Alfred Palmberg, Maude Palmberg, Annie Stangroom, Bessie Zengel, Gertie Gorman, and Bert Stares

fp g b's oy to sp h anda, the folg des shore lands of the second class, as defined by chapter 255 of the session laws of 1927 sit in kow

All shore lands of the second class owned by the st ofwn,sit in front of, adjacent to or abutting upon the folg des uplands; in front of all of lot 2, sec 20 twp 25 n r 6 e w m except the folg des tt;

beg at a pt onthe east li ofsd lot 2,569.64 ft so of the ne cor thereof; th west 221.58 ft; th swly at right angles to the enter li of the Northern Pacific Railway 15.3 ft to the ely margin of the right ofway ofsd ry; th sely al sd right ofway 240.04 ft; th east 87 ft to the east li ofsd lot 2; th no 200 ft to sd pob

the above portns ofsd lot2, not thus excepted, have a frontage of 15.81 lineal chains, m or 1 msd al the govt meander li

The above des lands are sold subj to all the provisions of Chapt 312 of the session laws of 1927 to wch ref is hby md and wch shall be as binding uponthe grtee and any succ in int ofsd grtee as tho set out at length herein

"The grantor expressly syves --- sm as 2957017 -- to sigs
"it theseal of the state affixed

state seal Clarence D Martin, gov

attest Belle Reeves, secy of st
app No 8732; cogt 5848 St rec of tide land dees vol 18 pg 484
al Alfred Palmberg, Snoqualmie wn

1889
1/2
1889
1/2

Mar 15 1940

Feb 29 1940 \$10 50c lrs x 50c st

39/90904

either party shall die prior to sd interlocutory decree become final.
Cecil Gray

kcw June 14-49 by Cecil Gray bef John W. Day, np for wn res at S (ns
6-2-51) mld to Earle W. Zinn, 802 Hoge Bld ., Seattle, Wn., fld same

Referee's Deed June 17-49
June 8-49 \$6,660.00 \$7.70 1rs \$7.00 st

3911320

21

285
JL
70

By virtue of a decree entered Jan 21-49 in Superior Court of
State of Wn for KC in cert cause, being Cause #367315, wherein
Bert Stares and Florence Stares, h/w, are plaintiffs, and Minnie
Hughes, Executrix of Last Will & Testament of Maude Palmberg, decd,
Annie Stangroom, nee Annie B. Palmberg, and S. L. Stangroom, her
husb; Gertrude Hughes, formerly Gertie Gorman; Bertha Tuttle, Al-
fred Zengel, Charlotte Zengel, Mary Moore and Ladora Zengel, child-
ren, and J. A. Zengel, administrator and surv husb and heirs at law
of Elizabeth Zengel, nee Elizabeth E. Palmberg, decd, who appears
of recd also as Bessie Zengel; Reah Whitehead Harrison, administratrix
of est of Alfred Palmberg, decd; the unknown heirs of Elizabeth
Zengel, nee Elizabeth E. Palmberg, decd, who appears of recd also
as Bessie Zengel; the Unknown Heirs of Alfred Palmberg, decd; the
Unknown Heirs of Maude Palmberg, decd; also "all other persons or
parties unknown claiming any right, title, est, lien or int in re
descr in complaint herein", are defendants, which plaintiffs and
defendants are hereinafter known as heirs of Alfred Palmberg, decd,
which decree was supplemented by order of sd Ct entered in sd cause
Mar 23-49, and pursuant to sale held Apr 30-49, under the auth afore-
sd, at which grantee hereinafter named became the purchaser of ppty
hereinafter descr, which sale was confirmed by order of sd Ct ent-
ered in sd cause May 20-49; NOW, THEREFORE,

(cont)

khh

320-2

Charles W. Bovee, being Referee appt and auth by sd decree to make this sale and cyance, the grantor

To J. A. Earley, the grantee

fp g, b, s, cys & confirms to sp fdre:

Those ptns of Govt Lot 2, Sect 20, Twp 25 N, Range 6 E.W.M., KCW: 2nd class shore lands adjoining fd ppty: Begin at NE corner of sd Govt Lot 2; thence S along E line thereof 569.64'; thence W 221.58'; thence SWly at right angles to right of way of Northern Pacific Railway Company (formerly the Seattle and International Railway) 15.3' to NEly line of sd right of way; thence NWly along sd NEly line to N line of sd Govt Lot 2; thence E along sd N line to ptob; EXCEPT Co Rd; EXCEPT ptn if any, in sd railroad right of way; 2nd class shore lands adjoining that cert parcel of land particularly descr as: Begin at SE corner of sd Govt Lot 2; thence N along E line thereof 110'; thence W 87' to NEly line of right of way of Northern Pacific Railway Company (formerly the Seattle and International Rainway); thence SEly along sd NEly line to pob, EXCEPT Co Rd. EXCEPT ptn, if any, in sd railroad right of way

Grantor, for aforesd heirs of Alfred Palmberg, decd, does by these presens cov with grantee, his h & a, as follows and not otherwise: That this cyance passes to grantee title of all sd heirs of Alfred Palmberg, decd, that sd title is free from any encumbrances done or sufferd from sd heirs of Alfred Palmberg, decd, & that grantee shall have quiet enjoyment of sd re against sd heirs of Alfred Palmberg, decd, and their H & A Charles W. Bovee
kew June 8-49 by Charles W. Bovee, bef Theodore S. Turner, np for
wn resmat S (ns 2--2-50) mld to sp 1812 N 48th, Seattle, Wn., fld same

Easement June 17-49
Oct 23-49 Val Consid
Ernest Dean and Maxine Dean

3911321



54 | 563

REAL ESTATE CONTRACT

THIS CONTRACT, made this 9th day of April, 1962 between

WILLIAM F. WATSON and BETTY L. WATSON, his wife
hereinafter called the "seller" and
hereinafter called the "purchaser."

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in King County, Washington:

The northwesterly 200 feet of the Second Class Shorelands adjoining that portion of Government lot 4, section 20, township 25 north, range 6, Ed., in King County, Washington, described as follows:

Beginning at the northeast corner of said Government lot; thence south along the east line thereof, 369.61 feet; thence west 221.58 feet; thence southwesterly at right angles to the right of way of the Northern Pacific Railway Company, (formerly the Seattle & International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said northeasterly line to the north line of said Government Lot; thence east along said north line to the point of beginning; EXCEPT County Road; EXCEPT portion if any, in said railroad right of way.

1170

K19 59

Subject to all covenants, restrictions and reservations of record, if any.

EIGHTY AND 00/100 ----- (80.00) Dollars,
or more at purchaser's option, on or before the 5th day of Jan 1962
and EIGHTY AND 00/100 ----- (80.00) Dollars,
or more at purchaser's option, on or before the 5th day of each thereafter
following calendar month until the balance of said purchase price shall have been fully
paid. The purchaser further agrees to pay interest on the balance of said pur-
chase price and the diminishing amounts thereof at the rate of 7 per cent per
annum from the 5th day of April 1962, which interest shall be deducted
from each monthly instalment and the balance of each instalment applied in
reduction of principal. All payments to be made hereunder shall be made at Wallingford,
French Pacific National Bank
or such other place as the seller may direct in writing.

The purchaser agrees: (1) to pay before delinquency all payments of whatever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby created, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered up the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good condition not to permit wear and tear not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any amounts required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid thereby for himself shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by virtue of said failure.

APR 19 1962 830 FILLED BY LT

Ex. 3AA-11

Statutory Warranty Deed

FORM L58

Statutory Warranty Deed

THE GRANTORS ROSE A. EARLEY, a widow

for and in consideration of \$1.00 and other value

in hand paid, conveys and warrants to WILLIAM F. HUGHES and BETTY M. HUGHES, his wife

the following described real estate, situated in the County of King, State of Washington:

The northwesterly 200 feet of the Second Class Shorelands adjoining that portion of Government lot 2, Section 20, Township 25 North, range 6, E.W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of said Government Lot; thence south along the east line thereof, 569.64 feet; thence west 221.58 feet; thence southwesterly at right angles to the right of way of the Northern Pacific Railway Company, (formerly the Seattle & International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said northeasterly line to the north line of said Government Lot; thence east along said north line to the point of beginning; EXCEPT County Road; EXCEPT portion if any, in said railroad right of way.

SALES TAX PAID ON CONTRACT AFF. NO. *46 3937*
KING CO. RECORDS DIVISION
BY *E Springer*, DEPUTY

Dated this 9th day of April, 1962

Rose Earley (SEAL)
Enoey *Jack H. Green* (SEAL)

On this day personally appeared before me ROSE A. EARLEY, a widow to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of April, 1962

Jack H. Green
Notary Public in and for the State of Washington,
residing at Seattle, Washington

Jul 12 9 55 AM '76
RECORDED
WILLIAM F. HUGHES
3202 E. LAKE
REEDWOOD RD.
REEDWOOD, WASH
Send Tax Statement to _____



REAL ESTATE CONTRACT

(FORM A-1964)

THIS CONTRACT, made and entered into this 31st day of May, 1977

between WILLIAM F. HUGHES and BETTY M. HUGHES, his wife,
 hereinafter called the "seller," and ROBERT G. NELSON and MARY BETH NELSON, his wife,
 hereinafter called the "purchaser."

 KING COUNTY
 EXCISE TAX PAID
 JUN 1 7 1977
 E413851

7706170837

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in King County, State of Washington:
 The northwesterly 200 feet of the Second Class Shorelands adjoining that portion of Government Lot 2, Section 20, Township 25 North, range 6, EWM, in King County, Washington, described as follows: Beginning at the northeast corner of said Government Lot; thence south along the east line thereof, 569.64 feet; thence west 221.58 feet; thence southwesterly at right angles to the right of way of the Northern Pacific Railway Company, (formerly the Seattle & International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said north-easterly line to the north line of said Government Lot; thence east along said north line to the point of beginning; EXCEPT County Road; EXCEPT portion if any, in said railroad right of way. Together with Burlington Northern, Inc. private roadway crossing agreement No. 222,625, Dated June 1, 1976 for road crossing access, and together with that certain Declaration of Covenant of Public Well, filed under Auditor's File No. 7702160665, and together with additional Water Line Easement recorded under Auditor's File No. 7702160666.

The terms and conditions of this contract are as follows: The purchase price is

FIFTEEN THOUSAND AND NO/100 (\$ 15,000.00) Dollars, of which
 FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$ 5,750.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIFTY AND NO/100 (\$ 50.00) Dollars,

or more at purchaser's option, on or before the 1st day of July, 1977

and FIFTY AND NO/100 (\$ 50.00) Dollars,

or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said

purchase price at the rate of five per cent per annum from the 3/1st day of May, 1977, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. This contract shall not be assignable by the purchasers herein.

All payments to be made hereunder shall be made at or such other place as the seller may direct in writing.

Sellers agree to grant deed release to purchasers to the south 96 feet thereof upon the payment of Eleven Thousand Five Hundred Dollars (\$11,500.00).

Notices can be sent to 3202 East Lake Sammamish Road North, Redmond, WA 98052.

As referred to in this contract, "date of closing" shall be 31 - May 1977.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereinafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller; and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form,
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty _____ deed to said real estate, excepting only parts thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Robert G. Nelson *William F. Hughes* (SEAL)
 ROBERT G. NELSON WILLIAM F. HUGHES
Mary Beth Nelson (SEAL)
 MARY BETH NELSON

Betty M. Hughes (SEAL)
 BETTY M. HUGHES

STATE OF WASHINGTON,

ss.

County of KING

On this day personally appeared before me WILLIAM F. HUGHES and BETTY M. HUGHES, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of

Sept., 1977.

Robert G. Nelson
 residing at *Kathleen*

SECURITY TITLE INSURANCE COMPANY
 OF WASHINGTON
 100 1/2 11th Avenue, Seattle, Washington 98101

JUL 17 1977
 00246 7706170337 - W.W.

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

JUL 17 1977

RECORDED KC REC'D

NAME *Wm F. Hughes*
 ADDRESS *3701 E Lake Sammamish Rd N.*
 CITY AND STATE *Redmond, WA 98052*

SAFECO TITLE INSURANCE COMPANY
1109 SECOND AVENUE SEATTLE, WASHINGTON 98101 623-0870
FILED FOR RECORD AT REQUEST OF
TRANSAMERICA TITLE
INSURANCE COMPANY
PARK PLACE
6th & UNIVERSITY
SEATTLE, WASHINGTON 98101

Filed for Record at Request of
TRANSAMERICA TITLE
INSURANCE COMPANY
PARK PLACE
6th & UNIVERSITY
SEATTLE, WASHINGTON 98101

NAME Mr. & Mrs. Robert G. Nelson
ADDRESS 8002 149th Pl. NE #102
CITY AND STATE Redmond, Wa. 98052

THIS SPACE RESERVED FOR REORDERER'S USE
RECORDS OF TRANSAMERICA TITLE
INSURANCE COMPANY
SEATTLE, WASH.
Request of
INS. CO.
1977 OCT 12 AM 8 30
DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

400

**PARTIAL
Warranty/Fulfillment Deed**

THE GRANTOR WILLIAM F. HUGHES and BETTY M. HUGHES, his wife,
for and in consideration of TEN AND NO/100 DOLLARS (\$10.00)
in hand paid, conveys and warrants to ROBERT G. NELSON and MARY BETH NELSON, his wife,
the following described real estate, situated in the county of King, State of Washington:

SEE EXHIBIT "A" attached hereto

*Sales Tax
6/17/77
Z 415 85-1*

300

partial
This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated the 31 day of June, 1977, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

6 36359-1

Dated this 6 th day of June, 1977.

SALES TAX PAID ON CONTRACT AFF. NO. E413851
KING CO. RECORDS DIVISION
J. Todoroff, DEPUTY

STATE OF WASHINGTON,
County of King

On this day personally appeared before me WILLIAM F. HUGHES and BETTY M. HUGHES, his wife, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 th day of June, 1977.

*Notary Public in and for the State of Washington
residing at*

EXHIBIT "A"

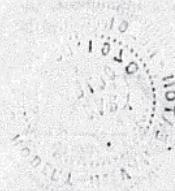
The Southeasterly 96.00 feet of the Northwesterly 200 feet of the Second Class Shorelands adjoining that portion of Government Lot 2, Section 20, Township 25 North, Range 6 East; W.M., in King County, Washington, described as follows:

7710120289
BEGINNING at the Northeast corner of said Government Lot; thence South along the East line thereof, 569.64 feet; thence West 221.58 feet; thence Southwesterly at right angles to the right-of-way of the Northern Pacific Railway Company, (formerly the Seattle & International Railway) 15.3 feet to the Northeasterly line of said right-of-way; thence Northwesterly along said Northeasterly line to the North line of said Government Lot; thence East along said North line to the point of beginning; EXCEPT County Road; EXCEPT portion if any, in said railroad right-of-way.

TOGETHER WITH permission to maintain a private road crossing over Northern Pacific Railraod right-of-way in the said Government Lot 2 as recorded under Auditor's File Number 7608310608.

portion of this document poor quality for filing

RECORDED IN THE KING COUNTY RECORDS OF DEEDS



AFTER RECORDING MAIL TO:
 MICHAEL JOSEPH PIZZO
 3123 EAST LAKE SAMMAMISH PARKWAY NE
 REDMOND, WA 98053

Filed for Record at Request of
 Sammamish Escrow, Inc.
 Escrow Number: 987178

1W 793801-3 Statutory Warranty Deed 10'
 Grantor(s): ROBERT G. NELSON and MARY BETH NELSON

Grantee(s): MICHAEL JOSEPH PIZZO, JAMES RICHARD PIZZO, and EVELYN MARY PIZZO

Abbreviated Legal: LOT , BLOCK PORTION OF GOVT LOT 2, STR 20-25-6

Full Legal Description on page(s): 3
 Assessor's Tax Parcel Number(s): 202506-9042-02

9811170889

THE GRANTOR ROBERT G. NELSON AND MARY BETH NELSON, HUSBAND AND WIFE

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to MICHAEL JOSEPH PIZZO, A SINGLE PERSON AND JAMES RICHARD PIZZO AND EVELYN MARY PIZZO, HUSBAND AND WIFE

the following described real estate, situated in the County of KING , State of Washington:
 LEGAL DESCRIPTION ATTACHED HERETO AND BY REFERENCE IS MADE A PART THEREOF.

SUBJECT TO: ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS,
 COVENANTS AND AGREEMENTS OF RECORD AS SHOWN ON "EXHIBIT A" ATTACHED HERETO.

Dated this 13 day of November, 1998

By Robert G. Nelson By Mary Beth Nelson
 ROBERT G. NELSON
 By Mary Beth Nelson By _____
 MARY BETH NELSON
 STATE OF WASHINGTON
 COUNTY OF KING SS

I certify that I know or have satisfactory evidence that ROBERT G. NELSON AND
 MARY BETH NELSON

are the persons who appeared before me, and said person s acknowledged that they
 signed this instrument and acknowledge it to be their free and voluntary act for the uses and
 purposes mentioned in this instrument.

Dated: 11/14/98

Irene C. Ballew
 IRENE C. BALLEW
 Notary Public in and for the State of WASHINGTON
 Reckling at ISSAQAH
 My appointment expires: 12/3/2001



Page 1

LPB-10L

E1650379 11/17/98 14240.00 800000.00

25

EXHIBIT "A"

LEGAL DESCRIPTION:

The southeasterly 96.00 feet of the northwesterly 200 feet of the Second Class Shorelands adjoining that portion of Government Lot 2, Section 20, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of said Government Lot; thence south along the east line thereof, 569.64 feet; thence southwesterly at right angles to the right-of-way of the Northern Pacific Railway Company, (formally the Seattle & International Railway) 15.3 feet to the northeasterly line of said right-of-way; thence northwesterly along said northeasterly line to the north line of said Government Lot; thence east along said north line to the point of beginning; EXCEPT County Road; EXCEPT portion, if any, in said railroad right-of-way.

MBN MJP
RGH

9811170889

EXHIBIT "B"

SUBJECT TO:

Reservations contained in deed from the State of Washington recorded under Recording No. 3090903, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same, and providing that such rights shall not be exercised until provision has been made for full payment of damages sustained by reason of such entry.

Right of the State of Washington or its successors, subject to payment of compensation therefor, to acquire rights-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in deed referred to above.

LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: Northern Pacific Railway Company
LESSEE: William F. Hughes and Betty M.
Hughes, his wife
FOR A TERM OF: Indefinite
DATED: June 15, 1976
RECORDED: August 31, 1976
RECORDING NO.: 7608310608

Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of the Lake Sammamish.

RIGHTS OF THE UNITED STATES AND THE STATE OF WASHINGTON to regulate the use or occupancy of that portion of the land lying below the line of the mean high tide.

Rights and easements of the public for commerce, navigation, recreation and fisheries.

Any restriction on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water.

Location of the lateral boundaries of second class tidelands and shorelands.

981170889

MBN
RGN
MJP

WHEN RECORDED MAIL TO:

J RICHARD PIZZO and EVELYN M PIZZO
 3123 E Lake Sammamish Pkwy NE
 Sammamish, Washington 98074



E1815817

05/04/2001 08:27
 KING COUNTY, WA
 TAX \$2.00
 SALE \$0.00

PAGE 001 OF 002

Quitclaim Deed

3123 E Lake Sammamish Pkwy NE, Sammamish, WA 98074

For no consideration, J RICHARD PIZZO and EVELYN M PIZZO do hereby Convey, Remise, Release and Quitclaim their one-half interest in and to the following described real property in the County of King, State of Washington to

J RICHARD PIZZO and EVELYN M PIZZO, Trustees, or their successors in trust, under the PIZZO LIVING TRUST, dated APR 18 2001 and any amendments thereto

LEGAL DESCRIPTION The Southeasterly 96 00 feet of the Northwesterly 200 feet of the Second Class Shorelands adjoining that portion of Government Lot 2, Section 20, Township 25 North, Range 6 East, W M , in King County, Washington, described as follows: Beginning at the Northeast corner of said Government Lot, Thence South along the East line thereof, 569 64 feet, Thence West 221 58 feet, Thence Southwesterly at right angles to the right-of-way of the Northern Pacific Railway Company, (formally the Seattle & International Railway) 15.3 feet to the Northeasterly line of said right-of-way, Thence Northwesterly along said Northeasterly line to the North line of said Government Lot, Thence East along said North line to the point of beginning, Except County Road, Except portion, if any, in said railroad right-of-way

Tax Parcel No 202506-9042-02

Date APR 18 2001

J. RICHARD PIZZO

EVELYN M PIZZO

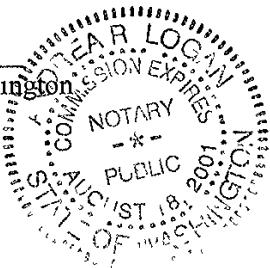
2001 050 4000004

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that J RICHARD PIZZO and EVELYN M PIZZO, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument

GIVEN under my hand and official seal on this APR 18 2001

Andrea Logan
Notary Public in and for the state of Washington
Residing in Issaquah, Washington
My commission expires August 18, 2001
Printed Name: Andrea R. Logan



2001 050 40000004

AFTER RECORDING MAIL TO
James & Evelyn Pizzo
3123 E Lk Sammamish Pkwy NE
Sammamish, WA 98074



E1942031

02/28/2003 10:46
KING COUNTY, WA
TAX \$2.00
SALE \$0.00
PAGE 001 OF 002

Filed for Record at Request of **Escrow Partners, Inc.**
Escrow Number **1-0212-252** -- QCD Buyer

Quit Claim Deed

Grantor(s) Kathryn A Pizzo, wife of Michael J Pizzo
Grantee(s) Michael J Pizzo, a married man as his separate estate
Abbreviated Legal **PTN 60 v. 4.2, 20-25-1**
Additional legal(s) on page **1**
Assessor's Tax Parcel Number(s) 202506-9042-02

Order # 332910-1
Recorded at the request of
FIDELITY NATIONAL TITLE
Order # *332910-1*

THE GRANTOR **Kathryn A. Pizzo, wife of Michael Joseph Pizzo** for and in consideration of "To establish separate community property" (WAC 458-61-340(1)) conveys and quit claims to **Michael Joseph Pizzo, a married man as his separate estate** the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the grantor(s) therein

See Attached Legal Description

Property Address 3123 E Lk Sammamish Pkwy NE, Sammamish, WA 98074

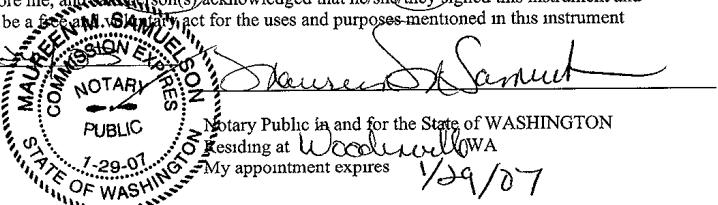
Together with any personal property located thereon

Dated 2/19/2003

By Kathryn A Pizzo By Michael J Pizzo
Kathryn A Pizzo Michael Joseph Pizzo
STATE OF Washington } SS
County of King }

I certify that I know or have satisfactory evidence that Kathryn A Pizzo and Michael J Pizzo is(are) the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be a free and voluntary act for the uses and purposes mentioned in this instrument

Dated 2/19/2003



Fidelity National Title Company of Washington
ALTA Commitment, Page 2
Order No 0332910

EXHIBIT "A"

LEGAL DESCRIPTION

The Southeasterly 96 00 feet of the Northwesterly 200 feet of the second
Class Shorelands adjoining that portion of Government Lot 2, Section 20,
Township 25 North, Range 6 East, W M , records of King County,
Washington, described as follows

Beginning at the Northeast corner of said Government Lot,
THENCE South along the East line thereof, 569 64 feet,
THENCE West 221 58 feet,
THENCE Southwesterly at right angles to the right-of-way of the Northern
Pacific Railway Company, (formally the Seattle & International Railway)
15 3 feet to the Northeasterly line of said right-of-way,
THENCE Nor'westerly along said Northeasterly line to the North line of
said Government lot,
THENCE East along said North line to the point of beginning,

EXCEPT the County Road,
EXCEPT portion, if any, in said railroad right-of-way

Situate in the County of King, State of Washington

NOTE FOR INFORMATIONAL PURPOSES ONLY

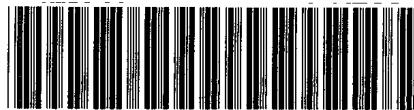
The following may be used as an abbreviated legal description on the
documents to be recorded, per amended RCW 65 04 Said abbreviated legal
description is not a substitute for a complete legal description within
the body of the document

Ptn Gov Lot 2, 20-25-6

This property is located in King County

Recording to be delivered to
Fidelity National Title Co , 720 Olive Way #515, Seattle, WA 98101

AFTER RECORDING MAIL TO
James & Evelyn Pizzo
3123 E Lk Sammamish Pkwy NE
Sammamish, WA 98074



20030228001763

FIDELITY NATIONAL QCD
PAGE 001 OF 002
02/28/2003 11:12
KING COUNTY, WA

E1942034

02/28/2003 10:48
KING COUNTY, WA
TAX \$2.00
SALE \$0.00

PAGE 001 OF 002

Filed for Record at Request of **Escrow Partners, Inc.**
Escrow Number **1-0212-252** – QCD-Buyer

Quit Claim Deed

Grantor(s) Michael Joseph Pizzo, as his separate estate and J Richard Pizzo and Evelyn M Pizzo, Trustees, or their successors in trust, under the Pizzo Living Trust dated April 18, 2001, and any amendments thereto

Grantee(s) Michael Joseph Pizzo, as his separate estate and J Richard Pizzo and Evelyn M Pizzo, husband and wife

Abbreviated Legal *P+J .ewv Lt.2, 20-25-6*

Recorded at the request of

FIDELITY NATIONAL TITLE

332910-1 (2) 20

Additional legal(s) on page

Assessor's Tax Parcel Number(s) 202506-9042-02

Order #

THE GRANTOR Michael Joseph Pizzo, as his separate estate and J. Richard Pizzo and Evelyn M. Pizzo, Trustees, or their successors in trust, under the Pizzo Living Trust dated April 18, 2001, and any amendments thereto, for and in consideration of "To Clear Title Only" (WAC 458-61-255) conveys and quit claims to Michael Joseph Pizzo, as his separate estate and J. Richard Pizzo and Evelyn M. Pizzo, husband and wife,

the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the grantor(s) therein

See attached Legal description

Property Address 3123 E Lk Sammamish Pkwy NE, Sammamish, WA 98074

Together with any personal property located thereon

Dated 2/19/2003.

By Michael Joseph Pizzo
Michael Joseph Pizzo

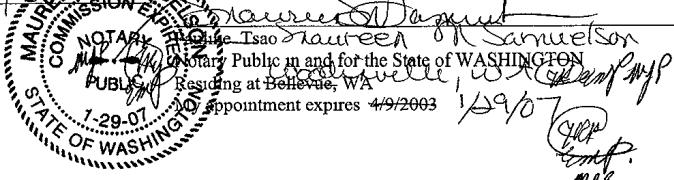
By J. Richard Pizzo
J. Richard Pizzo

By Evelyn M. Pizzo
Evelyn M. Pizzo

STATE OF Washington
County of King SS

I certify that I know or have satisfactory evidence that Michael Joseph Pizzo and J. Richard Pizzo is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be a free and voluntary act for the uses and purposes mentioned in this instrument

Dated 2/24/2003



Fidelity National Title Company of Washington
ALTA Commitment, Page 2
Order No 0332910

EXHIBIT "A"

LEGAL DESCRIPTION

The Southeasterly 96 00 feet of the Northwesterly 200 feet of the second class Shorelands adjoining that portion of Government Lot 2, Section 20, Township 25 North, Range 6 East, W M , records of King County, Washington, described as follows

Beginning at the Northeast corner of said Government Lot,
THENCE South along the East line thereof, 569 64 feet,
THENCE West 221 58 feet,
THENCE Southwesterly at right angles to the right-of-way of the Northern Pacific Railway Company, (formally the Seattle & International Railway)
15 3 feet to the Northeasterly line of said right-of-way,
THENCE Nor'westerly along said Northeasterly line to the North line of
said Government lot,
THENCE East along said North line to the point of beginning,

EXCEPT the County Road,
EXCEPT portion, if any, in said railroad right-of-way

Situate in the County of King, State of Washington

NOTE FOR INFORMATIONAL PURPOSES ONLY

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65 04 Said abbreviated legal description is not a substitute for a complete legal description within the body of the document

Ptn Gov Lot 2, 20-25-6

This property is located in King County

Recording to be delivered to
Fidelity National Title Co , 720 Olive Way #515, Seattle, WA 98101

When recorded return to:

Michael Glover and Allison Glover
3123 E Lake Sammamish Pkwy NE
Sammamish, WA 98074



20121116002252

FIDELITY NATIONAL WD
PAGE-001 OF 003
11/16/2012 16:17
KING COUNTY, WA

Filed for record at the request of:

Fidelity National Title
Company

10655 NE 4th St., Suite 200
Bellevue, WA 98004

E2574781

11/16/2012 16:15
KING COUNTY, WA
TAX \$21,890.10
SALE \$1,229,500.00
PAGE-001 OF 001

Escrow No.: 611041900

FIDELITY NATIONAL TITLE

375

STATUTORY WARRANTY DEED

THE GRANTOR(S) Michael Joseph Pizzo and Kathryn Pizzo, husband and wife and J. Richard Pizzo, also appearing of record as James Richard Pizzo and Evelyn M. Pizzo, also appearing of record as Evelyn Mary Pizzo, husband and wife

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

in hand paid, conveys, and warrants to Michael Glover and Allison Glover, husband and wife

the following described real estate, situated in the County of King, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Ptn Gov Lot 2, Sec 20, Twp 25 N., Rg 6 E., W.M.

Tax Parcel Number(s): 202506-9042-02

Subject to:

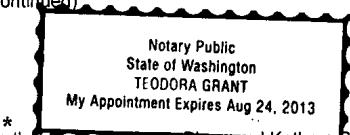
1. RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, AGREEMENTS, NOTES, DEDICATIONS, ENCROACHMENTS, AND EASEMENTS PRESENTLY OF RECORD.

Dated: November 7, 2012

J. Richard Pizzo
J. Richard Pizzo
Evelyn M. Pizzo
Evelyn M. Pizzo
Michael Joseph Pizzo
Michael Joseph Pizzo
Kathryn Pizzo
Kathryn Pizzo

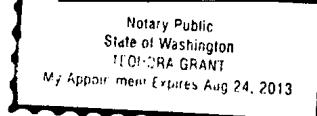
STATUTORY WARRANTY DEED

(continued)

State of Washington
County of King

I certify that I know or have satisfactory evidence that Michael Joseph Pizzo and Kathryn Pizzo are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

* Michael Joseph Pizzo & Kathryn Pizzo *

Dated: 11/13/12

Name: Teodora Grant
Notary Public in and for the State of WA
Residing at: Redmond 8-24-13
My appointment expires: Aug 24, 2013

State of WACounty of KING

I certify that I know or have satisfactory evidence that J. Richard Pizzo and Evelyn M. Pizzo are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11/13/12

Name: BLAKE E. LANZ
Notary Public in and for the State of WA
Residing at: SEATTLE WA
My appointment expires: 04.25.15



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 202506-9042-02

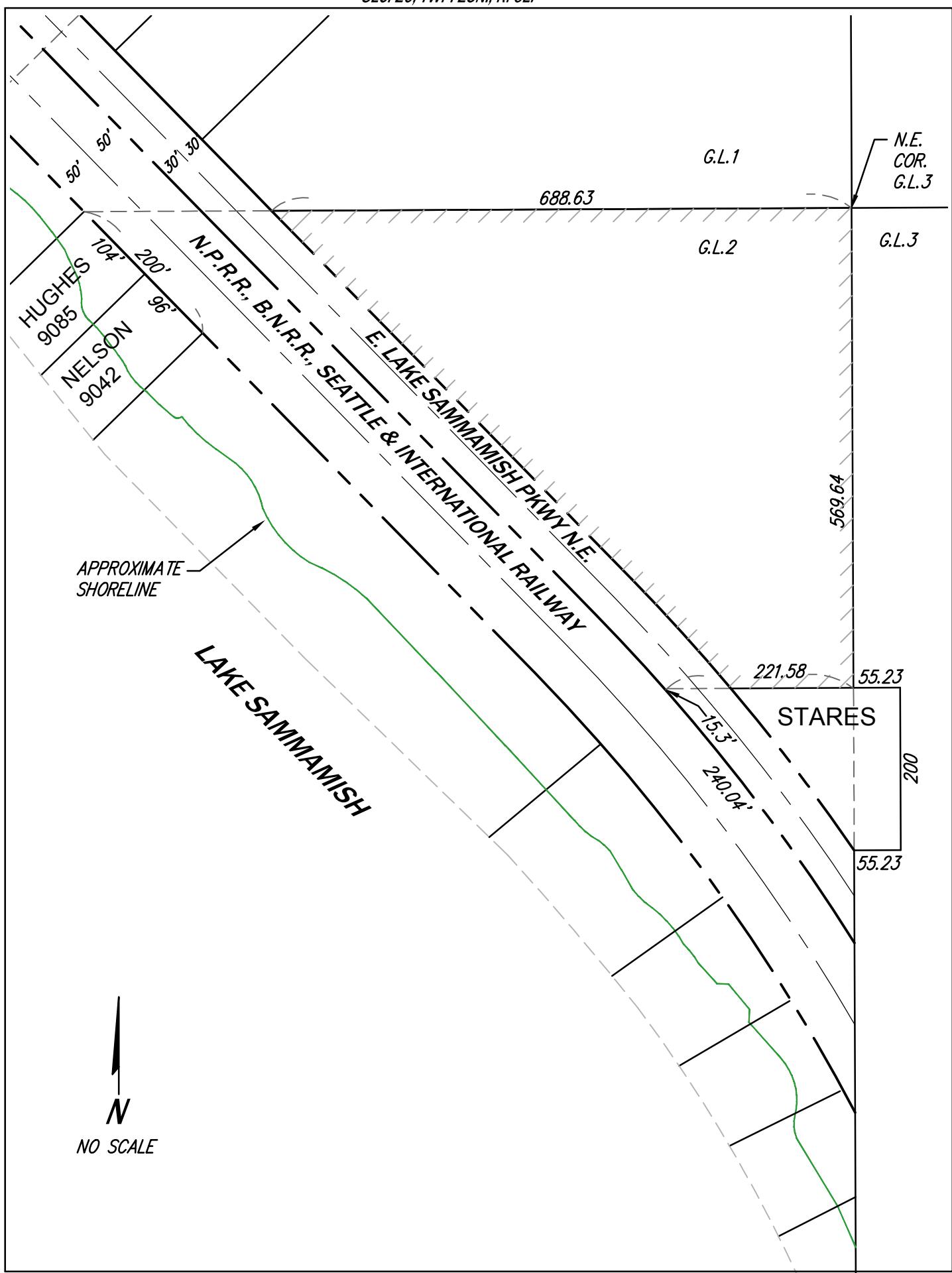
THE SOUTHEASTERLY 96.00 FEET OF THE NORTHWESTERLY 200 FEET OF THE SECOND CLASS SHORELANDS ADJOINING THAT PORTION OF GOVERNMENT LOT 2, SECTION 20, TOWNSHIP 25 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT;
THENCE SOUTH ALONG THE EAST LINE THEREOF, 569.64 FEET;
THENCE WEST 221.58 FEET;
THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY, (FORMERLY THE SEATTLE & INTERNATIONAL RAILWAY) 15.3 FEET TO THE NORTHEASTERLY LINE OF SAID RIGHT OF WAY;
THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE TO THE NORTH LINE OF SAID GOVERNMENT LOT;
THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING;
EXCEPT COUNTY ROAD;
AND EXCEPT PORTION, IF ANY, IN SAID RAILROAD RIGHT OF WAY.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

ABBREVIATED LEGAL: PTN GOV LOT 2, SEC 20, TWP 25 N., RG 6 E., W.M.







Bartha Palmberg
TO
County of King

No. 956024

QUIT-CLAIM DEED

The grantor herein Bartha Palmberg a widow
for the consideration of two hundred no/100 Dollars
and also of benefits to accrue to her by reason of laying out and establishing a public road through her property,
and which is hereafter described, convey, release and quit-claim to the County of King, State of Washington, for use of the
Public forever, as a public road and highway, all interest in the following described real estate, viz.:

A strip, belt or piece of land 60 ft. in width lying easterly of and adjacent
to the right of way of the Northern Pacific Ry. the same is now established over
and across the tracts of land owned by Alfred Palmberg in Gov. lot 1, and 2 in Sec. 20
Twp 25 N. R. 6 E. W. M. said 60 ft strip containing 1.44 acres more or less.

Right-of-way Issaquah Redmond Road.

situated in the County of King, State of Washington.

Dated this 29th day of Sep. 1914.

Bartha Palmberg

WITNESSES:

Bessie Palmberg

State of Washington,
County of King } ss.

On this 29th day of Sep. 1914, before me, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally came to me Bartha Palmberg a widow
to me known to be the individual described in and who executed the within instrument and acknowledged to me that
she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first above written.

A. L. R.
Notary Public
Commission Expires
Jan. 15, 1917

A. L. Rutherford

Notary Public in and for the State of Washington, residing at, Full City,
Wn.

Filed for record at the request of Grantee
at 10 minutes past 2 o'clock P.M.

S. P. Y. S

J. W. Phelps
County Auditor.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

IN PROBATE

172
10
In the Matter of the Estate of

No. 24466

BERTHA PALMBERG,

ORDER APPROVING FINAL
ACCOUNT AND DISTRIBUTING
ESTATE

DECEASED.

This cause having come on regularly for hearing in open court on the hearing of the final account of the administrator herein and on his petition for distribution; and it appearing to the Court from the files and records herein and from testimony had that due and timely notice has been given of this hearing by posting and publication in the manner required by the law and by the order of this court; and

It further appearing that more than six months has elapsed since the first publication of notice to creditors in this estate, and that all claims filed have been paid, and that there are no unpaid claims of any nature; and further that all parties interested in this estate are of legal age, and the Court having examined the final account and petition for distribution, and being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED that the final account of the administrator herein be, and the same is hereby approved, the said final account showing balance of cash on hand of \$365.54, from which, however, should be deducted the expense of filing final account and publication of notice in reference to the same, said items amounting in the aggregate to \$9.50 leaving a net balance on hand of \$357.04.

FILED

IN CLERK'S OFFICE
the only persons interested in said estate are
the children of the decedent and are as follows:

PERCY F. THOMAS,
CLERK
BY GEO. L. BERGER
CLERK

Maude Palberg, a daughter, legal age.

Mrs. Annie Stangroom

Bessie Zengel

Gertie Sorman

Bert Stares

son

Alfred Palberg

(reached the age
of 21 since the institution
of proceedings in this estate.)

That an allowance of \$ ~~50~~ is hereby made to
the administrator for his fees, and an allowance of \$ ~~50~~ is hereby made to the attorneys for the administrator.

That the balance of cash on hand, to-wit, the sum of
\$ ~~257~~ is hereby distributed in equal portions to the
above six named persons.

That the real estate hereinafter described is hereby
distributed to said six named persons, - a one-sixth undivided
interest to each person.

That the real estate herein distributed is specifically
described as follows:

(1) Beginning 630 feet east of the NW corner of Lot 1,
Sec. 20, Twp. 25, R. 6.; thence south 900 feet; thence southwest
at right angles to right of way of S & I Ry. to east line of
said right of way; thence southerly along said right of way to
south line of said Lot 1; thence east to southeast corner of Lot
1; thence north to northeast corner of Lot 1; thence west to
beginning, King County.

(2) Beginning at the northeast corner of Lot 2, Section
20, Twp. 25, R. 6; thence south along the east line of said
Lot 2 - 564.64 feet, more or less, to the north line of what is
known as the Stares Tract; thence west 221.58 feet along the line
between said Stares Tract and the tract herein described; thence
southwesterly at right angles to center line of S & I Ry. 15.3 feet
to the east line of right of way; thence northwesterly along said
right of way to northwest corner of said lot; thence east to
beginning, King County.

(3) Beginning at southeast corner of said Lot 2; thence
north 110 feet; thence west 87 feet to east line of right of way
of S & I Ry.; thence southwesterly along said right of way to
beginning, King County.

(4) Undivided one half interest in the following tract
beginning at a point on the north and south line between Lots 2
and 3 in Sec. 20, Twp. 25, R. 6- 569.64 feet south of the Northwest
corner of said Lot 3; thence west in said Lot 2 - 221.58
feet; thence southwesterly along a line drawn at right angles to
center line of the S. L & E Ry. Co. 15.3 feet to easterly margin
of the right of way of said Ry. Co.; thence southeasterly along
said right of way 240.04 feet; thence east 87 feet to said north
and south line between Lots 2 and 3; thence east in said Lot 3
55.25 feet; thence north 200 feet; thence west 55.25 feet to

point of beginning; containing one acre, together with all riparian and littoral rights, - as reserved from Railway, -fronting upon and appurtenant to above land; King County.

That if any further estate of the decedent should be discovered whether real or personal the same is hereby distributed to said six persons, - an undivided one-sixth to each person.

That when the administrator herein shall have filed a receipt showing distribution of the money on hand he shall be entitled to an order discharging him from any other or further duty herein and releasing his bond.

Done in open Court this 30 day of October,
1919.

A. W. Foote

Judge.

LAWYERS & REALTORS TITLE INSURANCE COMPANY
HOME SAVINGS BUILDING
SEATTLE, WASH.
July 19, 1928

REFER TO NO. 5678

ENTERED

JUL 24 1928

Commissioner Pub. Lands
Office No. 122228

Mr. A. Palmberg,
Route No. 1,
Redmond, Washington.

Dear Sir:

In the matter of your application for report on the title to the following land in King County, Washington, to-wit:

Parcel "A" - Beginning at a point on the north and south line between Lots 2 and 3 in Section 20, Township 25 North, Range 6, E. W. M., 569.64 feet south of the northwest corner of said lot 3; thence west in said Lot 2, 221.58 feet; thence southwesterly along a line drawn at right angles to center line of the Northern Pacific Railway 15.3 feet to easterly margin of the right of way of said Railway; thence southeasterly along said right of way 240.04 feet; thence east 87 feet to said north and south line between Lots 2 and 3; thence east in said Lot 3, 55.25 feet; thence north 200 feet; thence west 55.25 feet to point of beginning, containing one acre more or less, LESS county roads, TOGETHER with all riparian and littoral rights, as reserved from Railway fronting upon and appurtenant to above land.

Parcel "B" - All of Government Lot 2, EXCEPT portion described as Parcel "A" and except railroad right of way and except County roads,

we have examined the records to July 18, 1928 at 8 o'clock A. M. and find on said date full record title to said premises was vested as follows:

Parcel "A" in SAMUEL TURNER, presumptively subject to the community interest of his wife Jemima Turner,

Parcel "B" in MAUDE PALMBERG, ANNIE STANGROOM, BESSIE ZENGEL, GERTIE GORMAN, ~~ANNE~~ PALMBERG and BERT STARES, as tenants in common and as their separate estates, free from liens and encumbrances, excepting as hereinafter stated:

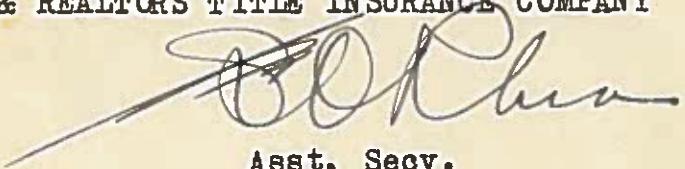
Order #5678

-2-

1. General taxes if any, (no search made).
2. The records do not disclose the location of the railroad right of way with reference to the meander line or the high water line, however, the deed to the railroad company of the right of way expressly reserves all riparian and water front rights on Lake Sammamish.

LAWYERS & REALTORS TITLE INSURANCE COMPANY

By



B.O. Dhu

Asst. Secy.

Examination Fee \$10.00

SOR/SSR

DEED—SECOND CLASS MINING SHORE LANDS sold subsequent to June 7, 1911.
L.P. No. 688-1911, 1M-2-18-11, 4191.

State of Washington

IN CONSIDERATION of Three hundred ninety-five and 25/100 (\$395.25) Dollars,

the receipt of which is hereby acknowledged, the STATE OF WASHINGTON does hereby grant, bargain, sell and convey unto Alfred Palmberg, Maude Palmberg, Annie Stangroom, Bessie Zengel, Gertie Gorman and Bert Stares, their

heirs and assigns, the following described ~~MINING~~ shore lands of the second class, as defined by Chapter 255 of the Session Laws of 1917, situate in King County, Washington, to-wit:

All shore lands of the second class, owned by the State of Washington, situate in front of, adjacent to or abutting upon the following described uplands:

In front of all of lot 2, section 20, township 25 north, range 6 east, W.M., except the following described tract:

Beginning at a point on the east line of said lot 2, 569.64 feet south of the northeast corner thereof; thence west 221.58 feet; thence southwesterly at right angles to the center line of the Northern Pacific Railway 15.3 feet to the easterly margin of the right of way of said railway; thence southeasterly along said right of way 240.04 feet; thence east 87 feet to the east line of said lot 2; thence north 200 feet to said point of beginning.

The above portions of said lot 2, not thus excepted, have a frontage of 15.81 lineal chains, more or less, measured along the government meander line.

The above described lands are sold subject to all the provisions of Chapter 318 of the Session Laws of 1917, to which reference is hereby made, and which shall be as binding upon the grantee and all successors in interest of said grantee as though set out at length herein.

"The grantor hereby expressly reserves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, all oil, gas, coal, coke, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oil, gas, coal, coke, ores, minerals and fossils; and it also hereby expressly reserves and reserves out of the grant hereby made, unto itself, its successors and assigns forever the right to enter by itself, its agents, attorneys and servants upon said lands or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oil, gas, coal, coke, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said land as may be necessary or convenient for the successful prosecution of such mining business hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally all rights and powers in, to and over said lands, whether herein expressed or not reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved". Provided, That no rights shall be exercised under the reservation by the state, its successors or assigns, until provision has been made by the state, its successors or assigns to pay to the owner of the land upon which the rights herein reserved to the state, its successors or assigns are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Alfred Palmberg, Maude Palmberg, Annie Stangroom, Bessie Zengel, Gertie Gorman and Bert Stares, their heirs and assigns, forever.

WITNESS, The Seal of the State, affixed this 27th

day of February, 1918.

[Seal]

Clarence D. Martin

Governor

Attest:

Belle Reeves

Secretary of State

Deed No. 17506
Cont. No. 5848
App. No. 8732

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

BERT STARES and GERTIE GORMAN HUGHES,)	367815
Plaintiffs,)	No. _____
vs.)	C O M P L A I N T
MAUDE PALMBERG, ANNIE STANGROON, MRS ARTHUR HARPIS, Formerly BILLEN STANGROON, BESSIE ZENGEL, Deceased and her heirs, and ALFRED PALMBERG, Deceased and his heirs,)	PLAINTIFFS KING COUNTY WASH. STATE COURT
Defendants.)	DEFENDANTS COURT
_____		FILED CLERK

Plaintiffs complain of the defendants and for cause of action allege:

I.

That all of the parties herein are joint owners of the following described property in King County, Washington:

"Those portions of Government Lots 1, 2 and 3 of Section 20, Township 25 North, Range 6 E.W.M., Described as follows:

PARCEL "A"

Beginning at a point on the North line of said Government Lot 1, 630 feet East of the Northwest corner thereof; thence South 900 feet; thence Southwesterly, at right angles to the right-of-way of the Northern Pacific Railway Company (formerly the Seattle and International Railway) to the Northeasterly line of said right-of-way; thence Southeasterly, along said Northeasterly line to the South line of said Government Lot 1; thence East, along said South line to the Southeast corner thereof; thence North, along the East line thereof, to the Northeast corner thereof; thence West, along the North line, to the point of beginning, EXCEPT County Road.

PARCEL "B"

Beginning at the Northeast corner of said Government Lot 2; thence South, along the East line thereof, 569.64 feet; thence West 221.58 feet; thence Southwesterly, at right angles to the right-of-way of the Northern Pacific Railway Company (formerly the Seattle and International Railway), 15.3 feet, to the

Northeasterly line of said right-of-way; thence Northwesterly, along said Northeasterly line, to the North line of said Government Lot 2; thence East, along said North line, to the point of beginning, TOGETHER WITH second class shore lands adjoining, EXCEPT County Road.

PARCEL "C"

Beginning at the Southeast corner of said Government Lot 2; thence North, along the East line thereof, 110 feet; thence West 87 feet to the Northeasterly line of the right-of-way of the Northern Pacific Railway Company (formerly the Seattle and International Railway); thence South-easterly, along said Northeasterly line, to the point of beginning, TOGETHER WITH second class shore lands adjoining, EXCEPT County Road."

and the second class shore lands adjoining and butting Parcels "B" and "C".

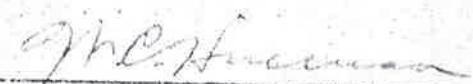
II.

That the plaintiffs desire and petition the Court for a partition of the interests of the said parties in the said land according to law and that the said property be divided accordingly.

III.

That the plaintiffs be allowed a reasonable attorneys fee in the said partition.

WHEREFORE the plaintiffs pray that the Court order the partition of the said property according to law and that they be allowed their costs and disbursements as provided by statute, including a reasonable attorneys fee.



Attorney for Plaintiffs

STATE OF WASHINGTON)
County of KING) ss.

BERT STARES being first duly sworn on oath deposes and
says:

That he is one of the plaintiffs above named; that he has
read the foregoing Complaint, knows the contents thereof and that
the statements therein contained are true, as he verily believes.

Bert Stares

SUBSCRIBED AND SWORN TO before me this 22 day of June, 1945.

W. Schinner
Notary Public in and for the State
of Washington, residing at Seattle.

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY
2

3 BURT STARES,
4

Plaintiff,

-175-

NO. 367315

5 MAUDE PALMBERG, ANNIE
6 STANGROOM, GERTIE GORMAN
7 HUGHES, MRS. ARTHUR HARRIS,
8 formerly Eileen Stangroom,
9 BESSIE ZENGEL, deceased,
10 and her heirs, and ALFRED
11 PALMBERG, deceased, and
12 his heirs.

BILL OF PARTICULARS

FILED

1948 APR 15 AM 10 30

13 Defendants.

NORMAN A. LEISLER, CLERK
14 KING COUNTY, WASH.

15 Comes now the defendant Gertie Gorman Hughes, and in com-
16 pliance with the order of the court to furnish a bill of particu-
17 lars showing the defect of parties plaintiff and defendant, here-
18 with submits attached hereto copy of title report showing condi-
19 tions of the property and the parties interested.

Elias A. Wright
20 Attorneys for defendant Gertie
21 Gorman Hughes.

22 STATE OF WASHINGTON)
23 (ss.
24 County of King)

25 ELIAS A. WRIGHT, being first duly sworn, on oath deposes and
26 says: That he is one of the attorneys for Gertie Gorman Hughes,
27 and prepared the amended answer herein. That he had prepared
28 title report on the property involved in this proceeding, prior
29 to filing the answer. That the title report shows the condition
30 of the property and the parties interested therein.

31 SUBSCRIBED AND SWEORN TO before me this 14th day of April 1948.

Elias A. Wright
32 Mabel E. Kelly
33 ROTARY notary public for the State
34 of Washington, certifying the title

COPY RECEIVED
April 14 1948
35 PRESTON, THORBRIMSON & HUROWITZ
36 E.C.

37 By

WASHINGTON TITLE INSURANCE COMPANY

Seattle 4, Washington

November
19th
1946

No. B-281013

LIMITED LIABILITY REPORT

In the matter of the title to the following described real estate,

IN THE COUNTY OF KING, STATE OF WASHINGTON

Those portions of Government lots 1 and 2 of section 20, township 25 north, range 6 east, W.M., described as follows:

(a) Beginning at a point on the north line of Government lot 1, 630 feet east of the northwest corner thereof; thence south 900 feet; thence southwesterly at right angles to the right of way of Northern Pacific Railway Company (formerly Seattle and International Railway) to the northwesterly line of the said right of way; thence southeasterly along said northeasterly line to the south line of said Government lot 1; thence east along said south line to the southeast corner thereof; thence north along the east line thereof to the northeast corner thereof; thence west along the north line to point of beginning; EXCEPT County Road;

(b) Beginning at the northeast corner of said Government Lot 2; thence south along east line thereof 569.64 feet; thence west 221.58 feet; thence southwesterly at right angles to right of way of the Northern Pacific Railway Company (formerly the Seattle and International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said northeasterly line to the north line of said Government lot 2; thence east along said north line to the point of beginning; EXCEPT County Road;
TOGETHER with second class shore lands adjoining, EXCEPT portion if any, in said railroad right of way.

(c) Beginning at the southeast corner of said Government Lot 2; thence north along the east line thereof 110 feet; thence west 87 feet to the northeasterly line of the right of way of the Northern Pacific Railway Company (formerly the Seattle and International Railway); thence southeasterly along said northeasterly line to the point of beginning; EXCEPT County Road;
TOGETHER with second class shore lands adjoining, EXCEPT portion if any, in said railroad right of way.

The record title to said premises is vested as follows:

Said parcel (a) in THE-HEIRS-AT-LAW OF ALFRED PALMBERG, DECEASED, and THE-HEIRS-AT-LAW OF BERTRA PALMBERG, DECEASED, except Maude Palmberg;

Said Parcel (b) EXCEPT the second class shore lands in S. L. STANGROOM and ANNA B. STANGROOM, his wife;

Said Parcel (c) EXCEPT the second class shore lands in H. N. COURY, presumptively subject to the community interest of his wife, if married November 5, 1929, date of acquiring title;

of said land and interests in the heirs-at-law of ALFRED PALMBERG, DECEASED, an undivided one-sixth interest in THE HEIRS-AT-LAW OF BESSIE ZENGEL, DECEASED, an undivided one-sixth interest each in MAUDE PALMBERG, ANNIE STANGROOM, MARY and BERT STARES, presumptively subject to the community interest of their respective spouses, if married February 27, 1940, date of filing title;

and further to the following:

1. General taxes for the years 1941, 1942, 1943 and 1944, delinquent in the respective original amounts of \$18.05, 19.50, \$18.10 and \$19.10 on parcel (a) (being known as Tax Lot No. 12). General taxes for the year 1946 in the original amount of \$25.00 on parcel (a) (being known as Tax Lot No. 12), the first half of which became delinquent June 1, 1946; the second half will become delinquent December 1, 1946, if then unpaid.
2. Liability of the shore lands within parcel (c) to assessment for real property taxes for the years 1942, 1943, 1944, 1945 and 1946. State deed of the shore lands issued February 27, 1940 and said shore lands have never been assessed.
3. Mortgage dated June 5, 1939, executed by Maud Palmberg and Bert Stares, to Eileen Stangroom, to secure the payment of \$205.48 according to note of even date; recorded April 10, 1945 in volume 2006 of mortgages, page 308, under auditor's file No. 3461817, records of said county; which mortgage covers said parcel (a).
4. Right, title and interest claimed by Bert Stares in the whole interest in parcel (a) presumed from his execution of the mortgage shown at paragraph 3. On the record he is vested only with an undivided interest as heir-at-law of Bertha Palmberg, deceased, and by acquisition of the interest of Maud Palmberg under quit claim deed dated June 7, 1945; executed by Maud Palmberg, recorded June 8, 1946, in volume 2484 of deeds, page 635, under auditor's file No. 3576824, records of said county. Whatever interest Bert Stares claims in addition to that which became vested in him by descent is presumptively subject to the community interest of his wife, if married at the date or dates of acquiring the interests.
5. Determination of the marital status of Alfred Palmberg, patentee, under homestead patent issued pursuant to the Act of Congress approved May 20, 1862. Our abstract of land office entries shows the entry was initiated October 4, 1886, final proof made August 28, 1889 and patent dated September 5, 1890 issued to him. The patent is recorded in King County in volume 1 of patents, page 783, under auditor's file No. 64308, records of said county. Said patentee is described as a single man in an instrument dated February 1, 1893, conveying adjacent land and conveying an easement for water pipe line through a portion of the premises (quoted below at paragraph 10). Bertha Palmberg first appears of record as his wife in a mortgage dated July 10, 1895, covering certain land in the patent not under present examination. If Alfred Palmberg was married at the time of acquisition of title, devolution of the community interest of his wife at such time, must be determined.
6. Title to said premises except second class acre lands is now claimed of record under the patentee, Alfred Palmberg, who died intestate February 10, 1908, Administration was opened on his estate in King County Probate Case No. 8877. He was survived by his wife, Bertha Palmberg and three minor children; Elizabeth

On April 2, 1908, valid order entered appointing surviving wife administratrix. She qualified. Inventory included parcels (a), (b) and (c) except the second class shore lands. Total appraised value \$952.00.

Notice to creditors first published April 10, 1908.
No claims filed.

No further administration had.

Bertha Palmberg died intestate December 16, 1918, survived by her sons and daughters: Maude Palmberg, Mrs. Annie Stangroom, Bessie Zengel, Gertie Gorman, Alfred Palmberg, Bert Stares and wife married (see paragraph 4 above).

Inventory included parcels (a), (b) and (c), except the second class shore lands.

October 30, 1919, valid decree of distribution entered distributing the inventoried real property to above named children, to each a one-sixth undivided interest.

We assume Bessie Zengel was the same person as Elizabeth Zengel, who died intestate June 1, 1941 and whose estate was administered in King County Probate Case No. 694437, Elizabeth Zengel was survived by: J. A. Zengel, her husband, Bertha Tuttle, daughter, legal age, Alfred Zengel, son, legal age, Charlotte Zengel, daughter, legal age, Mary Moore, daughter, legal age, Edith Zengel, daughter, a minor, 20 years old.

No interest in the premises was included in the inventory which shows land not under examination here, which land was set aside to the surviving husband in lieu of homestead.

Alfred Palmberg (assumed by us to be the son of Bertha Palmberg) died intestate July 22, 1942. Administration opened on his estate in King County Probate Case No. 96567. Decedent was survived by four brothers and sisters, all adults: Maude Palmberg, Gertrude Hughes, Bert Stares, Annie Stangroom.

March 11, 1946, valid order entered appointing Rhea Whithead Harrison, administratrix. She qualified.

No inventory on file.

Notice to creditors first published, June 22, 1946.

No further administration. Pending.

(W. C. Hinman, attorney for administratrix).

7. Title to parcel (b), except second class shore lands claimed by S. L. Stangroom and Anna B. Stangroom, his wife, is a tax title, under mesne conveyance from Mary E. Williams, to whom tax deed issued November 6, 1929, and under quit claim deed dated February 25, 1938, from Alfred Palmberg, a bachelor, who, with Anna B. Stangroom, claimed an interest by descent, under Alfred Palmberg and Bertha Palmberg, both deceased. It would appear, therefore, that the acquisition of the tax title was not necessarily adverse and was in effect a redemption, subject to claims of the other heirs of said decedents in the land so redeemed.

8. Pendency of partition suit, King County Superior Court Cause No. 367315. We make no comment, except to note: Mrs. Arthur Harris, formerly Eileen Stangroom, who has no record interest, is joined as party defendant. The record suggests the court was without jurisdiction as to parcel (c), except the second class shore lands, because H. W. Courtney appears to have a valid tax title under tax deed dated November 5, 1929, and he is not made a party to the suit. (title vested of record in the Palmberg heirs).

on the marital status of H. N. Coury on November 2, 1929, date of acquiring title. If he is a necessary party to the partition suit, his wife on said date must be impleaded. We assume his present wife is Sarah Coury, with whom he intermarried May 24, 1935, as shown by the files in a pending divorce suit between the parties in King County Superior Court Cause No. 375932.

10. Basement for one inch pipe line, if the same crosses said premises, being the perpetual right to run such pipe line from the creek in section 20, said township, to that portion of lot 2, section 19, said township, lying westerly of the railroad right of way, as granted by instrument dated February 1, 1893, executed by Alfred Palmberg, an unmarried man, to Lake Sammamish Lumber and Shingle Company, a corporation, recorded February 28, 1893, in volume 168 of deeds, page 98, under auditor's file No. 110811, records of said county.
11. Exceptions and reservations contained in deed from the State of Washington under which title to shore lands in parcels (b) and (c) is claimed, recorded under auditor's file No. 3090903, records of said county, whereby the grantor saves, excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., together with the right to enter upon said lands for the purpose of opening, developing and working mines, etc., provided that no rights shall be exercised under this reservation until provision has been made by the state, its successors or assigns, for full payment of all damages sustained by owner by reason of such entering.
12. Right of the State of Washington, or any grantee or lessee thereof, to acquire the right of way over shore lands in parcels (b) and (c) for private railroads, sled roads, flumes, canals, water courses or other easements for the purpose of and to be used in the transportation and moving of timber, stone, minerals or other products from other lands, upon paying reasonable compensation therefor.
13. Right of the Northern Pacific Railway Company to cut down trees dangerous to the operation of its railroad within 200 feet on each side of the railroad right of way, contained in deed recorded under auditor's file No. 13872, records of said county.
14. Any unpaid charges for installation of water service and for water electric light, power or sewer service furnished to said premises by a city, town or district.

The foregoing report exhibits all matters of record bearing on the election of the necessary parties to a suit to partition the premises.

If the pending partition suit (see paragraph 8) is not dismissed the parties thereto must be refiled to include the following necessary parties disclosed by this report, viz:

Annie Stangroom nee Anna B. Palmberg and S. L. Stangroom, her husband
Alfred Palmberg
Gwendolyn Hughes, formerly Gertie Gorman
Albert Stares and wife, if married (see paragraph 4.)
Bertha Tuttle, Alfred Zengel, Charlotte Zengel, and Moore, Ladore
Zengel, children and J. A. Zengel

Surviving husband and heirs-at-law of Elizabeth Zengel, nee Elizabeth P. Palmberg, deceased, who appears of record also as Jessie Zengel.

Anna Whitehead Harrison, administratrix of the estate of Alfred Palmberg, deceased.

Since Mrs. Arthur Harris, formerly Eileen Stangroom, is named a defendant in the pending partition and since said suit also impleads the uplands portion of parcel (c), said Harris and H. N. Coury and Sarah Coury, his wife, and the wife of H. N. Coury on November 5, 1929, must also be joined.

Finally, if unknown persons are impleaded pursuant to Sections 230 and 231 of Rem. Rev. Statutes, Lis Pendens giving notice of the suit must be recorded, to give the court jurisdiction of the res and the parties. There is no Lis Pendens presently of record.

Records examined to November 15, 1946 at 8 a.m.

WASHINGTON TITLE INSURANCE COMPANY

NORMAN L. JENNER

Assistant Secretary

1949 JAN 21 PM

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

BERT STARES and FLORENCE STARES,
his wife,

Plaintiffs,

No. 367315

-vs-

MINNIE HUGHES, Executrix of the
Last Will and Testament of Maude
Palmberg, deceased, et al.,FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

Defendants.

THIS MATTER having come on regularly to be heard the 13th day of September, 1948, and continuing through September 14, 1948, and being thereafter continued to November 19, 1948, at which time further proceedings were had, plaintiffs appearing by Preston, Thorgrimson & Herowitz; their attorneys, the defendants Minnie Hughes, executrix of the last will and testament of Maude Palmberg, deceased, and Gertrude Gorman Hughes appearing by Wright & Wright, their attorneys; the defendants Annie Stangroom, nee Annie B. Palmberg, and S. L. Stangroom, her husband, Bertha Tuttle, Alfred Zengel, Charlotte Zengel, Mary Moore and Ladora Zengel and J. A. Zengel, individually and as administrator of the estate of Elizabeth Zengel, nee Elizabeth E. Palmberg, deceased, who appears of record also as Bessie Zengel, appearing by Philip W. Schoel, their attorney; the defendant Reah Whitehead Harrison, administratrix of the estate of Alfred Palmberg, deceased, appearing by Theodore S. Turner, her attorney; the default of the unknown heirs of Elizabeth Zengel, nee Elizabeth E. Palmberg, deceased, who appears of record also as Bessie Zengel, and the default of the unknown heirs of Alfred Palmberg, deceased, and the default of the unknown heirs of Maude Palmberg, deceased, having heretofore been entered on the 13th day of August, 1948, and the default of "all other persons or parties unknown claiming any right, title, estate, lien or interest in the real estate described in the complaint herein" having heretofore been likewise entered on the 13th day of August, 1948,

evidence having been introduced by the respective parties, and the court having rendered his oral decision herein and having thereafter denied plaintiffs' motion to reconsider a portion of said oral decision, the court now makes the following

FINDINGS OF FACT

I.

That the property involved herein is described as follows:

In the County of King, State of Washington, those portions of Government Lots 1 and 2 of Section 20, Township 25 North, Range 6 E.W.M. described as follows:

PARCEL A:

Beginning at a point on the north line of Government Lot 1, 630 feet east of the northwest corner thereof; thence south 900 feet; thence southwesterly at right angles to the right of way of Northern Pacific Railway Company (formerly Seattle and International Railway) to the northeasterly line of the said right of way; thence southeasterly along said northeasterly line to the south line of said Government Lot 1; thence east along said south line to the southeast corner thereof; thence north along the east line thereof to the northeast corner thereof; thence west along the north line to point of beginning; ~~thence west along the north line to point of beginning~~; EXCEPT County Road;

PARCEL B:

Beginning at the northeast corner of said Government Lot 2; thence south along east line thereof 569.64 feet; thence west 221.58 feet; thence southwesterly at right angles to right of way of the Northern Pacific Railway Company (formerly the Seattle and International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said northeasterly line to the north line of said Government Lot 2; thence east along said north line to the point of beginning; EXCEPT County Road; TOGETHER with second class shore lands adjoining, EXCEPT portion if any, in said railroad right of way.

PARCEL C:

The second class shorelands adjoining that certain parcel of land particularly described as "Beginning at the Southeast corner of said Government Lot 2; thence North, along the East line thereof, 110 feet; thence West 87 feet to the Northeasterly line of the right of way of the Northern Pacific Railway Company (formerly the Seattle and International Railway); thence Southeasterly, along said Northeasterly line, to the point of beginning, EXCEPT County Road.", any, in said railroad right of way.

II.

That lis pendens in the above cause was filed for record with the County Auditor of King County on June 3, 1948, his File No. 3808415.

III.

That Minnie Hughes is the duly acting and qualified executrix of the last will and testament of Maude Palmberg, deceased. That the defendant Annie Stangroom was born Annie B. Palmberg. That Annie Stangroom and S. L. Stangroom are husband and wife. That the defendant Bertrude Hughes was formerly known as Gertie Gorman. That the defendants Bertha Tuttle, Alfred Zengel, Charlotte Zengel, Mary Moore, and Edora Zengel are the children of Elizabeth Zengel, born Elizabeth E. Palmberg, deceased, and J. A. Zengel her surviving husband. That J. A. Zengel was and is the duly acting and qualified administrator of the estate of Elizabeth Zengel, deceased. That Reah Whitehead Harrison is the administratrix of the estate of Alfred Palmberg, deceased. That plaintiffs are husband and wife.

IV.

That the interests of all persons in the property are specifically and particularly described in title report, a copy of which is attached to the amended complaint marked "Exhibit B" and made a part thereof, and admitted in evidence as plaintiffs' Exhibit 5, save that said report in its description of Parcel C covers not only the second class shorelands adjoining and abutting said parcel, but also the uplands portion not here involved.

That no other heirs are known but if there are any other heirs of Elizabeth Zengel, Alfred Palmberg, and Maude Palmberg, they have been joined as parties defendant herein as unknown heirs under the laws of the State of Washington for such case provided. That no other persons are known to claim an interest in this property involved except as described in the aforementioned title report, but if there are any other persons unknown claiming any right, title,

estate, lien or interest in the real estate involved, they have been made parties defendant under the laws of the State of Washington for such case provided.

V.

That title to Parcel B, exclusive of second class shorelands, was acquired by S. L. Stangroom and Annie Stangroom, his wife, beneficially and not as redemption subject to the claims of other heirs of the decedent Alfred Palmberg and Bertha Palmberg, his wife, and said property is not held in trust for the benefit of anyone else.

VI.

That the plaintiff ~~Robert~~ Stares, prior to the commencement of this suit, permanently improved a small portion of Parcel A, and defendant Gertrude Hughes and her husband also had erected permanent improvements upon a small portion of Parcel A. That the plaintiff and the said defendant Gertrude Hughes have occupied the improvements respectively erected by each; that no party to this proceeding since 1919 has paid rent for use and occupancy of any of the improvements, and that no demand for rent has been made by any party hereto upon any other party hereto since that date prior to the institution of these proceedings.

VII.

That real property taxes on the property herein involved have been paid as follows:

By Plaintiff ~~Robert~~ Stares, on Parcel A:

1945 taxes	\$ 9.79
1946 taxes	16.93

By Defendant Gertrude Hughes, on Parcel A:

1945 taxes	7.75
1946 taxes	22.69
1947 taxes	27.36
1948 taxes	36.21

my defendants Stangroom, on Parcel B and the shorelands in front of Parcel B and Parcel C:

Year	Total Tax Paid	% paid on shorelands	Amount paid on shorelands
1946	\$ 46.89	83 1/3%	\$40.74
1947	16.60	83 1/3%	13.83 - 1/3
1946	13.58	83 1/3%	11.31 - 2/3
1945	9.54	83 1/3%	7.95
1944		83 1/3%	
1943	10.14	83 1/3%	8.45
1942	10.92	83 1/3%	9.10 1/2
1941	10.11	83 1/3%	8.42 - 1/2

That in addition, Mrs. Arthur Harris, daughter of the defendant Stangroom, paid delinquent real property taxes on Parcel A in the sum of \$15.48, which sum was repaid by the plaintiff, Bert Stares, together with interest in the sum of \$61.64.

VIII.

That prior to the year 1929, the plaintiff Bert Stares was given a deed by the named parties hereto for the purpose of paying real estate taxes on Parcel B, but failed so to do. That in the year 1929, through inadvertence, taxes then owing were not paid on Parcel B. That by reason of nonpayment of \$29.98 in taxes, Parcel B was foreclosed and sold to the parties herein, said property being subsequently acquired by S. L. Stangroom and Annie Stangroom as aforesaid.

IX.

That the parties have stipulated that the costs of the survey report prepared by Victor J. Carlson, Jr. in the sum of \$145.02 be paid from the proceeds of the sale of Parcel A and the shorelands in Parcel B and Parcel C, and that the amount thereof be charged against the interests of the persons entitled to said proceeds in proportion to their respective interests in said fund.

X.

That partition in kind cannot be awarded without unjustice to the rights of the parties hereto. That partition in the proceeds

in sole can be had without prejudicing the rights of the parties
afore. That the following parties are tenants in common of the
property involved in these proceedings other than the upland
portion of Parcel B (subject to paramount interests described
in Items 10, 11, 12, 13 and 14 of title report, Ex. 5), and the
sole extent of their interest in said property is as follows:

Name	Interest
PARCEL A	
Plaintiffs Bert Stares and Florence Stares	1/3
Defendant Gertrude Hughes, formerly Gertie Gorman	1/6
Defendant Anna B. Stangroom	1/6
Defendants Bertha Tuttle, Alfred Zengel, Charlotte Zengel, Mary Moore, Ladora Zengel, J. A. Zengel, individually and as administrator of the estate of Elizabeth Zengel	1/6
Reba Whitehead Harrison, administratrix of last will and testament of Alfred Palmberg, deceased	1/6
PARCEL B SHORELANDS AND PARCEL C	
Plaintiff Bert Stares	1/6
Defendant Minnie Hughes, executrix of last will and testament of Maude Palmberg, deceased	1/6
Defendant Gertrude Hughes, formerly Gertie Gorman	1/6
Defendant Anna B. Stangroom	1/6
Defendants Bertha Tuttle, Alfred Zengel, Charlotte Zengel, Mary Moore, Ladora Zengel, J. A. Zengel, individually and as administrator of the estate of Elizabeth Zengel	1/6
Reba Whitehead Harrison, administratrix of last will and testament of Alfred Palmberg, deceased	1/6

with neither the unknown heirs of Elizabeth Zengel, nee Elizabeth E.
Palmberg, deceased, who appears of record also as Ladora Zengel, nor
the unknown heirs of Alfred Palmberg, deceased, nor the unknown heirs
of Maude Palmberg, deceased, nor any other person or parties unknown
claiming any right, title, estate, lien or interest in the real estate
described in the complaint and amended complaint as to whom an order

result has heretofore been entered in the above
suit, and no party having any interest in the aforesaid Parcels A, B and C.

That Charles W. Bovee of Bellevue, Washington, is a fit and
proper person to be named referee in connection with partition as
he is willing to perform the duties of a referee as by law provided.

COME IN OPEN COURT this 21st day of December, 1949.

August Dudley
JUDGE

From the foregoing Findings of Fact, the court makes the following

CONCLUSIONS OF LAW

I.

That any claim against plaintiffs for loss of Parcel B is barred
by the statute of limitations, and all claims for allowance for improvements
and all counterclaims and setoffs interposed by the defendants
against the plaintiffs should be disallowed and dismissed.

II.

That partition in kind should not be decreed but that Parcels A,
B and C, the lands in Parcel B, and Parcel C above described should be
sold and the net proceeds distributed to the parties in accordance
with their interests as hereinabove defined. Said property
should be ordered sold in the manner required by law for the sale of
real property on execution, and should be sold for cash unless the
court shall otherwise hereafter determine; the court to retain juris-
diction for that purpose. The decree should further provide that any
party hereto may bid for such property and purchase the same.

III.

That in arriving at the net proceeds of sale, there should be
charged against the respective shares of the respective parties

entitled to the proceeds of sale each party's pro rata share of money paid on account of taxes as described in Paragraph VII of the Findings of Fact, and any party who has paid more than his share of such payments should be reimbursed from the proceeds of such sale. In addition, there should be paid from the proceeds of the sale and charged against the share of each party entitled to the proceeds in proportion of such party's interest in said fund the sum of \$105.02, being the cost of the survey by Victor J. Carlson, Jr.

IV.

That plaintiffs' costs and disbursements, including a reasonable attorney's fee, to be fixed by the court, together with the fee of the referees and the cost of an abstract of title, if & y there be, shall be paid from the proceeds of sale and charged to the parties respectively entitled to share in the proceeds of sale in proportion to their respective interests therein as set forth in the aforesaid Findings of Fact.

The court shall retain jurisdiction to pass upon the matter of costs as in this paragraph described.

V.

Charles W. Bovee should be appointed referee to perform the duties imposed on referees in partition suits, including the matter of sale of the property involved being partitioned.

VI.

Title to all portions of Parcel B other than acrelands in front of said Parcel B shall be quieted in the defendants S. B. Stangroom and Annie Stangroom, his wife, free and clear of any claim of any other party hereto.

8.

VII.

That neither unknown heirs nor unknown claimants defaulted have any right, title or interest in the aforesaid property.

DONE IN OPEN COURT this 218 day of ^{Johnudry} December, 1949.

Johnudry
JUDGE

Presented by:

Johnudry & Horoway
By Charles Horoway
Attorneys for Plaintiffs

1955 FILED
SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTYvs. STARES and FLORENCE STARES,
wife.

Plaintiffs

1949 JAN 21 PM 55

NORMAN

No. 367515

DECREE

JAN 21 1949

MINNIE HUGHES, Executrix of the Last Will and Testament of MAUDE PALMBERG, deceased, and ANNIE STANGROOM, nee Annie B. Palmberg, and GERTHUADE HUGHES, her husband; GERTHUADE HUGHES, nee Gertie Gorman; BERTHA TUTTLE, ALFRED TUTTLE, CHARLOTTE ZENGEL, MARY MOORE and LADORA ZENGEL, children, and J. A. ZENGEL, administrator of the surviving husband and heirs at law of Elizabeth Zengel, nee Elizabeth E. Palmberg, deceased, who appears of record also as Bessie Zengel, REAN WHITEHEAD HARRISON, administratrix of the estate of Alfred Palmberg, deceased; the UNKNOWN HEIRS of Elizabeth Zengel, nee Elizabeth Palmberg, deceased, who appears of record also as Bessie Zengel; the UNKNOWN HEIRS of Alfred Palmberg, deceased; the UNKNOWN HEIRS of Maude Palmberg, deceased; also "all other persons or persons unknown claiming any right, title, interest, Lien or interest in the real estate named in the complaint herein",

Defendants

THIS MATTER having come on regularly to be heard for the entry of final Decree this day, plaintiffs appearing by Preston, Thorgrimson and Horowitz, their attorneys; the defendants Minnie Hughes, executrix of the last will and testament of Maude Palmberg, deceased, and Gertude Gorman Hughes appearing by Wright & Wright, their attorneys; the defendants Annie Stangroom, nee Annie B. Palmberg, and S. L. Stangroom, her husband, Bertha Tuttle, Alfred Zengel, Charlotte Zengel, Mary Moore and Ladora Zengel and J. A. Zengel, individually and as administrator of the estate of Elizabeth E. Palmberg, nee Elizabeth E. Palmberg, deceased, who appears of record also as Bessie Zengel, appearing by Philip W. School, their attorney; the defendant Rean Whiteshead Harrison, administratrix of the estate of Alfred Palmberg, deceased, appearing by Theodore S. Turner, her attorney; Findings of Fact and Conclusions of law having heretofore been entered by the court, and the court being fully advised in the premises,

vol 1332 page 201

IT IS NOW ORDERED, ADJUDGED AND DECREED as follows:

1. That Parcels A, B shorelands and C, being the property hereinabove described, be and the same are hereby ordered sold, and the net proceeds after the deductions hereinafter described, distributed in accordance with the interests of the parties as hereinafter defined.

2. IT IS FURTHER ORDERED, ADJUDGED and DECREED that Charles W. Stares be and he hereby is appointed referee to perform the duties of a referee in partition suits, including the sale of the property hereby ordered sold.

3. IT IS FURTHER ORDERED, ADJUDGED and DECREED that the property hereinabove ordered to be sold shall be sold in the manner required by law for the sale of real property on execution, the sale to be for cash unless the court shall otherwise hereafter determine, the court retaining jurisdiction for that purpose. In that connection,

IT IS FURTHER ORDERED, ADJUDGED and DECREED that any party may bid for such property and purchase the same.

4. IT IS FURTHER ORDERED, ADJUDGED and DECREED that in selling the hereinabove described property, bids may be received for the whole of Parcels A, B shorelands and C or any one or more of said parcels, bids to be accepted in such manner as will produce the highest and best price.

5. IT IS FURTHER ORDERED, ADJUDGED and DECREED that from the proceeds of sale the following items shall be deducted:

- (1) The sum of \$145.02, to be paid to Victor J. Carlson, Jr.
- (2) \$283.56, on account of taxes heretofore paid, said sum to be distributed as follows:

PARCEL A

To Bert Stares and Florence Stares \$177.16

To Gertrude Gorman Hughes 8.12

PARCELS B SHORELANDS and C

To Annie Stangroom and S. L. Stangroom 1.18

(3) Plaintiffs' cost and disbursements to be taxed, including a reasonable attorneys' fee to be fixed by the court, together with the referee's fee and the necessary costs of sale and the cost of an abstract of title, if any there be, the amount thereof to be charged to the parties respectively entitled to share in the proceeds of sale in the proportions hereinafter defined.

The balance of said fund shall be paid to the parties herein-
named in proportion to their interests as hereinafter defined.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the interests of the parties in the hereinafter described real property and the proceeds of the sale thereof and the items chargeable to the parties are chargeable in the proportions hereinafter defined:

Name	Proportion
PARCEL A	
Plaintiffs Bert Stares and Florence Stares	1/3
Defendant Gertrude Hughes, formerly Gertie Gorman	1/6
Defendant Anna B. Stangroom	1/6
Defendants Bertha Tuttle, Alfred Zengel, Charlotte Zengel, Mary Moore, Ladore Zengel, J. A. Zengel, individually and as administrator of the estate of Elizabeth Zengel	1/6
Reah Whitehead Harrison, administratrix of last will and testament of Alfred Palmberg, deceased	1/6
PARCEL B SHORELANDS AND PARCEL C	
Plaintiff Bert Stares	1/6
Defendant Minnie Hughes, executrix of last will and testament of Maude Palmberg, deceased	1/6
Defendant Gertrude Hughes, formerly Gertie Gorman	1/6
Defendant Anna B. Stangroom	1/6
Defendants Bertha Tuttle, Alfred Zengel, Charlotte Zengel, Mary Moore, Ladore Zengel, J. A. Zengel, individually and as administrator of the estate of Elizabeth Zengel	1/6

Proportion

John Whitehead Harrison, administratrix
 of last will and testament of Alfred
 Palmberg, deceased

1/6

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IT IS FURTHER ORDERED, ADJUDGED and DECREED that any claim
 between the plaintiffs for loss of Parcel B Uplands, and all claims
 for allowance for improvements and all counterclaims and setoffs in-
 cluded by the defendants against the plaintiffs be and they are
 hereby dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the court
 retain jurisdiction to fix costs as in this Decree provided.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all portions
 of Parcel B hereinafter described other than the shorelands in front
 of Parcel B are hereby quieted in the defendants S. L. Stangroom
 and Annie Stangroom, his wife, free and clear of any claim of any
 other party hereto.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that neither the
 known heirs of Elizabeth Zengel, nee Elizabeth E. Palmberg, deceased,
 nor anyone of record also as Bessie Zengel, nor the unknown heirs of
 Alfred Palmberg, deceased, nor the unknown heirs of Maude Palmberg,
 deceased, nor any other persons or parties unknown claiming any right,
 title, estate, lien or interest in the real estate hereinafter described
 and as to whom an order of default has heretofore been entered, has
 any interest in and to the following described property or the proceeds
 of the sale thereof.

The property hereinabove referred to is described as follows:

In the County of King, State of Washington, a tract
 portions of Government Lots 1 and 2 of Section 11
 Township 25 North, Range 6 E.W.M. described as follows:

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PARCEL A:

Beginning at a point on the north line of Government Lot 1, 630 feet east of the northwest corner thereof; thence south 900 feet; thence southwesterly at right angles to the right of way of Northern Pacific Railway Company (formerly Seattle and International Railway) to the northeast line of the said right of way; thence southeasterly along said northeasterly line to the south line of said Government Lot 1; thence east along said south line to the southeast corner thereof; thence north along the east line thereof to the northeast corner thereof; thence west along the north line to point of beginning; thence west along the north line to point of beginning; EXCEPT County Road;

PARCEL B:

Beginning at the northeast corner of said Government Lot 2; thence south along east line thereof 559.64 feet; thence west 221.58 feet; thence southwesterly at right angles to right of way of the Northern Pacific Railway Company (formerly the Seattle and International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said northeasterly line to the north line of said Government Lot 2; thence east along said north line to the point of beginning; EXCEPT County Road; TOGETHER with second class shore lands adjoining, EXCEPT portion if any, in said railroad right of way.

PARCEL C:

The second class shorelands adjoining that certain parcel of land particularly described as "Beginning at the Southeast corner of said Government Lot 2; thence North, along the East line thereof, 110 feet; thence West 87 feet to the Northeasterly line of the right of way of the Northern Pacific Railway Company (formerly the Seattle and International Railway); thence South easterly, along said Northeasterly line, to the point of beginning, EXCEPT County Road.", EXCEPT portion, if any, in said railroad right of way.

DONE IN OPEN COURT this 21st day of January, 1919.

Howard A. Dudley
J. B. D. S. E.

Presented by:

Charles Horontz
FRESTON, THORGRIMSON & ROBINSON
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

BERT STARES, et al.,

NO. 367315

Plaintiffs,

vs.

MINNIE HUGHES, as Executrix,
et al.,

Defendants.

REFEREE'S RETURN OF SALE

FILED
MAY 22 1949

54

Comes now Charles W. Bovee, the Referee appointed pursuant to the decree entered in the above entitled cause January 21, 1949, and respectfully shows:

I.

Your Referee consulted the interested parties and made a careful inspection of the property, in order to be fully advised of all circumstances which might have any bearing upon the sale ordered by the Court. Your Referee determined that a sale in February or March might not bring the best price, and that it would be more advantageous to await better weather.

II.

By the latter part of March, your Referee felt that the weather had sufficiently improved, and therefore fixed the date of sale as April 30, 1949. Your Referee caused to be prepared a notice of such sale, which was published in the East Side Journal, a legal newspaper of general circulation, and posted in three public places in the county, all as appears by the affidavits of such publication and poster accompanying the filing of this return.

III.

Your Referee procured additional blueprints showing the report of **survey** by Mr. Carlson, and left copies of such blueprints, together with copies of the notice of sale, with the following real estate dealers: A. J. Peters, of Issaquah, East Side Land Company, Redmond, Herman Peach, Kirkland, and Bellevue Realty Company, Bellevue, all in King County,

Washington. Your Referee also advertised such sale in two issues of the Seattle Post Intelligencer on successive Sundays, as a result of which advertisement your Referee received a number of calls on the telephone and in person, there being at least six of these. In addition, your Referee made a number of personal contacts with individuals who might be interested in bidding on the property. Your Referee also made arrangements that all prospective bidders might have an adequate opportunity of inspecting the property prior to sale, by arranging with Mr. Bert Stares to show such persons the property.

IV.

At the time and place of sale and pursuant to the aforesaid notice, your Referee appeared and read the aforesaid notice of sale in full and then announced that bids would be called for in the following order: (1) bids for each parcel separately, in turn; (2) bids for combinations of two parcels; (3) bids for all three parcels together, and that after so calling for bids each bidder would be given an opportunity to raise his previous bid or to make a new bid. Your Referee then announced that all bids would be considered as standing until the acceptance of some other bid, and that at the conclusion of the bidding the Referee would consider the several bids and determine the highest and best.

V.

Your Referee thereupon proceeded with the sale by calling for bids on Parcel (a), which resulted in a high bid at that time (i.e., on the first call for bids by parcels) of \$5,000.00. In like manner your Referee next called for bids on Parcel (b), which resulted in a high bid at that time of \$5,100.00. Similarly, the high bid for

Parcel (c) was \$1505.00. The aggregate of the high bids by parcels on the first call was, accordingly, \$11,605.00.

Your Referee then called for bids on combinations of two parcels, which resulted in a high bid for Parcels (a) and (b) in combination of \$11,610.00, for Parcels (a) and (c) in combination of \$6,525.00, and no bid on Parcels (b) and (c) in combination. Thus, at that stage of the sale, the high bids consisted of \$11,610.00 for Parcels (a) and (b) in combination and \$1505.00 for Parcel (c), making an aggregate of \$13,115.00.

Your Referee then called for bids on the combination of all three parcels, receiving a high bid of \$13,120.00.

Your Referee then announced that any bidder might raise his previous bid in any category. Your Referee then received a high bid of \$7500.00 on Parcel (a), a high bid of \$5,150.00 on Parcel (b), a high bid of \$5,025.00 on Parcels (a) and (c) in combination, a high bid of \$6,660.00 on Parcels (b) and (c) in combination, and a high bid of \$13,610.00 on Parcels (a), (b) and (c) in combination.

Receiving no further bids, your Referee then proceeded to study the several bids and determined the highest and best bids as follows:

Name of Bidder	Parcels	Amount of Bid
Eugene A. Wright, for J. J. Simpson	Parcel (a)	\$7,500.00
J. A. Earley	Parcels (b) and (c) in combination	6,000.00

Aggregate amount of bids . . \$14,160.00

Your Referee thereupon announced such determination accordingly, and there being no objections, received from the successful bidders their certified checks for \$800.00 (on Parcel (a)) and \$1000.00 (on parcels (b) and (c)), and your Referee gave his receipts therefor.

VI.

Your Referee thereafter deposited the aforesaid down-payments received from the bidders in a special account in the Washington State Bank at Bellevue, Washington, and now has said funds on hand in said account.

VII.

Your Referee is of the opinion that the sale should be confirmed, for the high bids which were accepted by your Referee represent the full and fair value of the property, and the proceedings for such sale were, in the opinion of your Referee, fair to all interested parties and to all bidders.

VIII.

Your Referee has advanced from his personal funds the following expenses in connection with the sale aforesaid:

Publishing notice in East Side Journal	\$40.00
Advertising in Seattle P.I.	19.50
Copies of blueprints from Mr. Carlson	<u>3.00</u>
TOTAL	\$52.50

IX.

Your Referee has received no compensation for his services as such.

WHEREFORE, your Referee respectfully prays for relief as follows:

1. That the aforesaid sale be confirmed, and that the Court order your Referee to proceed to consummate the same by ordering title insurance to the purchasers and executing deeds to them in accordance with their bids, and delivering such deeds on payment of the balance of the purchase price.

2. That the Court determine the reasonable compensation for the services of your Referee, and that the same be ordered paid to him, together with reimbursement of the sums advanced as aforesaid.

3. That the Court make such other and further order in the premises as may to the Court seem just and proper.

Charles W. Bovee
REFeree

Theodore S. Turner
Attorney for Referee

STATE OF WASHINGTON }
COUNTY OF King } SS:

CHARLES W. BOVEE, being first duly sworn, on oath deposes and says:

That he is the Referee in the above entitled matter; that he has read the foregoing Referee's Return of Sale, knows the contents thereof, and that the same is true.

Charles W. Bovee

SUBSCRIBED AND SWORN TO before me this 14th day of May, 1949.

Theodore S. Turner
Notary Public in and for the State
of Washington, residing at Seattle

copy received May 19, 1949

Philip W. School

att. to Atts. Stangroom et al

RECEIVED

copy
MAY 19 1949
attorneys for defendants Singes

WRIGHT & WRIGHT

BY Clara Young

COPY RECEIVED

May 19 1949
PRESTON, THUNGBIMSON & KORNWITZ

By PJT

Vol 1341-24
IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

BERT STARES, et al,

Plaintiffs,

vs.

MINNIE HUGHES, as Executrix,
et al,

Defendants.

NO. 367315

ORDER CONFIRMING REFEREE'S SALE

RECEIVED
APRIL 20 1949
FILED

This matter coming regularly on to be heard this day before the undersigned Judge of the above entitled Court on the Referee's report of sale, entitled "Referee's Return of Sale", and his motion for confirmation thereof, and it appearing that said report is on file herein, and evidence having been introduced, and the Court having considered said report and the evidence and being fully advised; and it appearing that the said Referee's sale was held April 30, 1949, that due and regular notice thereof was given as provided by law, that said sale was conducted in the form and manner required by law and by the decree of this Court entered in this cause January 21, 1949, as modified by the supplemental order entered herein March 23, 1949, that all proceedings for such sale were regular and fair, that all parties who have appeared in this action were represented at said sale and that no exceptions thereto have been filed; and it further appearing that at said sale the highest and best bids were as follows: That of J. J. Simpson for Parcel (a) (which is more particularly described in said decree and said notice of sale) in the amount of \$7500.00, and that of J. A. Earley for Parcels (b) and (c) (more particularly described in said decree and notice) in the amount of \$6,660.00; and it appearing that said bids represent the full and fair value of said property, and that the sale should be confirmed; 68

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NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. That the aforesaid Referee's sale be, and the same hereby is, confirmed, and the bidders above named are hereby adjudged the purchasers of the property in accordance with their respective bids.

2. That the Referee be, and he hereby is, authorized and directed to order title insurance in favor of such purchasers insuring the title to the property so purchased by them, and, upon payment by such purchasers of the unpaid balance of the purchase price, to make, execute, and deliver to such purchasers his deeds as such Referee, conveying title to the property so purchased by them; and in this connection the said Referee is hereby authorized to incur such expense incidental to the consummation of such sale (e.g., title insurance, revenue stamps, etc.) as may be necessary.

3. The said Referee shall promptly report to this Court upon consummation of such sale concerning his actions hereunder, and concerning all costs, expense and charges, including the compensation of the Referee and his attorney, which may be payable out of the proceeds of such sale.

4. Jurisdiction is hereby retained pending consummation of such sale and hearing on the Referee's report to be filed, and determination of such costs, expense, charges and compensation.

DONE IN OPEN COURT this 20 day of May, 1949.

Presented by:

Theodore S. Turner
Attorney for Referee

Horaceant Pinday
Judge

Approved as to form and substance:
PRESTON, THORGRIMSON & HOROWITZ

By Charles Horowitz
Attorneys for ~~Boat~~ Stares, et al, Plaintiffs.

WRIGHT & WRIGHT

By Minnie L. Wright
Attorneys for defendants Minnie Hughes
and Madrude Gordon Hughes

Philip A. Shaw
Attorney for defendant Stangroom, et al.

Theodore S. Turner
Attorney for Reah Whitehead Harrison

3929069

REFEREE'S CORRECTIVE DEED

By virtue of a decree entered January 21, 1949, in the Superior Court of the State of Washington for King County in a certain cause, being cause No. 367315, wherein Bert Stares and Florence Stares, his wife, are plaintiffs, and Minnie Hughes, Executrix of the Last Will and Testament of Maude Palmberg, deceased, Annie Stangroom, nee Annie B. Palmberg, and S. L. Stangroom, her husband; Gertrude Hughes, formerly Gertie Gorman; Bertha Tuttle, Alfred Zengel, Charlotte Zengel, Mary Moore and Madora Zengel, children, and J. A. Zengel, administrator and surviving husband, and heirs at law of Elizabeth Zengel, nee Elizabeth E. Palmberg, deceased, who appears of record also as Bessie Zengel; Leah Whitehead Harrison, administratrix of the estate of Alfred Palmberg, deceased; the unknown heirs of Elizabeth Zengel, nee Elizabeth E. Palmberg, deceased, who appears of record also as Bessie Zengel; the unknown heirs of Alfred Palmberg, deceased; the unknown heirs of Maude Palmberg, deceased; also "all other persons or parties unknown claiming any right, title, estate, lien or interest in the real estate described in the complaint herein", are defendants, which plaintiffs and defendants are hereinafter known as the heirs of Alfred Palmberg, deceased, which decree was supplemented by order of said Court entered in said cause on March 23, 1949, and pursuant to a sale held April 30, 1949, under the authority aforesaid, at which the grantee hereinafter named became the purchaser of the property hereinafter described, which sale was confirmed by order of said Court entered in said cause May 20, 1949;

And by virtue of an order entered in said cause No. 367315 August 2, 1949, authorizing the undersigned grantor to execute and deliver this corrective deed; Now, Therefore,

CHARLES W. BOVEE, hereinafter known as the grantor, being the Referee appointed and authorized by said decree to make this sale and conveyance, in consideration of Six Thousand Six Hundred Sixty Dollars (\$6660.00) to him in hand paid, grants, bargains, sells, conveys and confirms to J. A. EARLEY, the grantee, the following described real estate:

All shore lands of the second class formerly owned by the State of Washington situated in front of, adjacent to or abutting upon government lot 2, section 20, township 25 north, range 6 east, W. M., except the shore lands in front of the following described tract:

Beginning at a point on the east line of said government lot 2, 569.64 feet south of the northeast corner thereof; thence west 221.58 feet; thence southwesterly at right angles to the center line of the Northern Pacific Railway 15.3 feet to the easterly margin of the right of way of said railway; thence southeasterly along said right of way 240.04 feet; thence east 87 feet to the east line of said government lot 2; thence north 200 feet to said point of beginning.

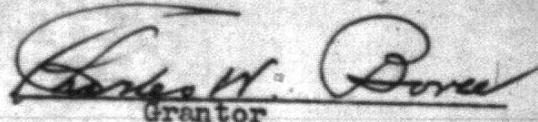
The portions of said government lot 2, not thus excepted, have a frontage of 15.81 lineal chains, more or less, measured along the government meander line.

The shorelands hereby conveyed are all the shore lands of the second class conveyed by that certain deed from the State of Washington to Alfred Palmberg, Maude Palmberg, Annie Stangroom, Bessie Zengel, Gertie Gorman and Bert Stares by deed dated February 27, 1940, recorded March 15, 1940, in volume 1889 of deeds, page 1, under auditor's file No. 3090903, records of King County.

The grantor, for the aforesaid heirs of Alfred Palmberg, deceased, does by these presents covenant with the grantee, his heirs and assigns, as follows and not otherwise: That this conveyance passes to the grantee the title of all the said heirs of Alfred Palmberg, deceased, that said title is free from any encumbrances done or suffered from said heirs of Alfred Palmberg, deceased, and that the grantee shall have quiet enjoyment of said real estate against the said heirs of Alfred Palmberg, deceased, and their heirs and assigns.

The intent of this deed is to clarify the description of the land sold as aforesaid and conveyed by the deed of said grantor to the grantee dated June 8, 1949, and recorded June 17, 1949, in volume 2851 of Deeds, page 212, records of King County, Washington.

Dated at Seattle, Washington, this 11th day of August, 1949.


Charles W. Bovee
Grantor

STATE OF WASHINGTON }
COUNTY OF } SS:

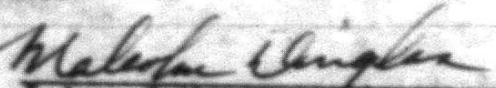
On this day personally appeared before me CHARLES W. BOVEE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11th day of

August, 1949.


Theodore J. Turner
Notary Public in and for the State
of Washington, residing at Seattle.

Approved:


Melvin Angier
Judge of the Superior Court
of King County, Washington.

Filed for Record Aug. 6 1949 2 p.m.
Request of Seattle Title Company
ROBERT F. MORRIS, County Auditor

Ex. 3KK-3

viii

Febm 109 w

54 / 500

REAL ESTATE CONTRACT

Record



THIS CONTRACT, made this 9th day of April, 1962

ROSE A. EARLEY, a widow

hereinafter called the "seller" and

WILLIAM F. HUGHES and BETTY M. HUGHES, his wife

hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in **King** County, Washington:

The northwesterly 200 feet of the Second Class Shorelands adjoining that portion of Government lot 2, section 20, township 25 north, range 6, EWM, in King County, Washington, described as follows:

Beginning at the northeast corner of said Government lot; thence south along the east line thereof, 569.64 feet; thence west 221.58 feet; thence southwesterly at right angles to the right of way of the Northern Pacific Railway Company, (formerly the Seattle & International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said northeasterly line to the north line of said Government Lot; thence east along Free of incumbrances, except: said north line to the point of beginning; EXCEPT County Road; EXCEPT portion if any, in said railroad right of way.

None

Subject to all easements, restrictions and reservations of record, if any.

On the following terms and conditions: The purchase price is TWELVE THOUSAND AND 00/100--
----- (\$ 12,000.00) dollars, of which
TWO THOUSAND FIVE HUNDRED AND 00/100--
----- (\$ 2,500.00) dollars
been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
purchase price as follows:

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

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The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a **Statutory Warranty** deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on

Closing and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

William F. Hughes (Seal)

Betty M. Hughes (Seal)

Rose Earley (Seal)

(Seal)

STATE OF WASHINGTON, }
County of King } 20.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 9th day of April, 1962, personally appeared before me Rose A. Earley, a widow and William F. Hughes and Betty M. Hughes, his wife to me known to be the individual so described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Jack H. Green
Notary Public in and for the state of Washington,
residing at Seattle, Washington.



PUGET SOUND
TITLE INSURANCE COMPANY

Filed for Record at Request of
LAWYERS TITLE INSURANCE CORPORATION
SEATTLE, WASH.

THIS SPACE RESERVED FOR RECORDER'S USE:

RECORDED 4265
VOL. 417 REQUEST OF
PAGE 117 OF Deeds

1962 APR 19 AM 8 30

ROBERT A. MORRIS AUDITOR
KING COUNTY WASH.
DEPUTY

Name Evergreen Escrow Co.

Address 13533 Aurora Avenue North

City and State Seattle, Washington.

Ex. 3LL-2

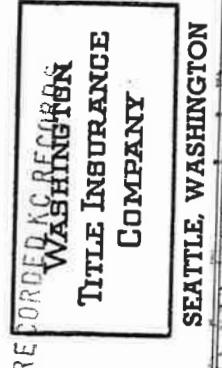
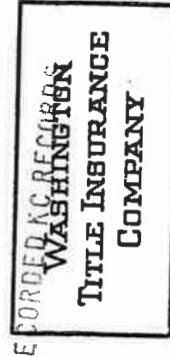
5415002

350

Statutory Warranty Deed



JUL 12 9 55 AM '76



FILED FOR RECORD AT REQUEST OF
WILLIAM F. HUGHES
3202 E. LAKE
SEATTLE, WASH. RD.

Send Tax Statement to

Statutory Warranty Deed

FORM L58

THE GRANTORS ROSE A. EARLEY, a widow

for and in consideration of \$1.00 and other value

in hand paid, conveys and warrants to WILLIAM F. HUGHES and BETTY M. HUGHES, his wife

the following described real estate, situated in the County of King, State of Washington:

The northwesterly 200 feet of the Second Class Shorelands adjoining that portion of Government lot 2, Section 20, Township 25 North, range 6, EWM, in King County, Washington, described as follows:

Beginning at the northeast corner of said Government Lot; thence south along the east line thereof, 569.64 feet; thence west 221.58 feet; thence southwesterly at right angles to the right of way of the Northern Pacific Railway Company, (formerly the Seattle & International Railway) 15.3 feet to the northeasterly line of said right of way; thence northwesterly along said northeasterly line to the north line of said Government Lot; thence east along said north line to the point of beginning; EXCEPT County Road; EXCEPT portion if any, in said railroad right of way.

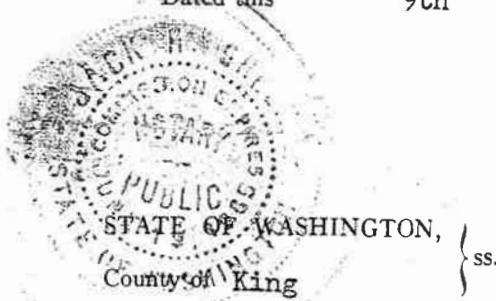
SALES TAX PAID ON CONTRACT AFF. NO. 46-3937
KING CO. RECORDS DIVISION

BY E. Springer, DEPUTY

Dated this

9th

day of April, 1962

Rose Earley

(SEAL)

Jack H. Green

(SEAL)

On this day personally appeared before me ROSE A. EARLEY, a widow

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th

day of April, 1962

Jack H. Green
Notary Public in and for the State of Washington,
residing at Seattle, Washington

Ex. 3MM-1